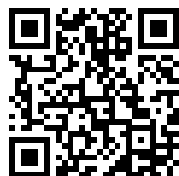


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# LEISENRING'S BOOK OF FORMS.

CONTAINING

MANY HUNDREDS OF LEGAL FORMS,

CAREFULLY ADAPTED TO THE

WANTS AND REQUIREMENTS OF THE PRESENT DAY PRACTITIONER,

AND DRAWN IN ACCORDANCE WITH THE

RECENT ACTS OF ASSEMBLY OF PENNSYLVANIA AND THE  
DECISIONS OF THE SUPREME COURT.

ALSO A

LARGE NUMBER OF GENERAL BUSINESS

AND

CONVEYANCING FORMS.

BY  
J. S. LEISENRING,

ATTORNEY-AT-LAW, ETC., OF THE BLAIR COUNTY BAR.

80  
PHILADELPHIA:  
M. MURPHY,  
LAW BOOKSELLER, PUBLISHER, AND IMPORTER,  
No. 715 Sansom Street.  
1885.

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## P R E F A C E.

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EXPERIENCE, as well as a frequently expressed opinion on the part of not a few professional brethren, as to the necessity for a *Form Book* more nearly adapted to the requirements of our general and present day practice than any now extant, induced the present effort.

The forms herein given have, generally, been framed by the author; and while they may not be entirely faultless, he entertains a confidence in their substantial accuracy; and if the student has not sufficient confidence in them as models, they may at least be used as suggestions. Many of them have met alike the scrutiny and the approval of eminent practitioners. In a work of this size, covering so many subjects, and requiring so many of the forms to be squared with the decisions of our Courts and with the provisions of our Acts of Assembly, it would, however, be a matter of exceeding great wonder if errors were not discovered.

The work is now before the profession; and whether the expectations of the author are to be realized in its kindly



reception, will, he is aware, depend upon its fitness to meet the wants of his fellows, and the extent to which it contributes to their convenience. If he has succeeded to any degree in this direction, he cannot well fail to meet their approval.

J. S. LEISENRING.

ALTOONA, PENNA., August 15, 1885.

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# LEISENRING'S BOOK OF FORMS.

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## ACKNOWLEDGMENTS.

**AN ACKNOWLEDGMENT** is the act or declaration of a grantor or bargainor before an officer authorized by law declaring the execution of any conveyance, assurance, or instrument, touching or concerning lands, tenements, or hereditaments, etc., or any interest therein. The certificate of the officer on the instrument that such a declaration has been made is also called an acknowledgment.

The several officers in the State of Pennsylvania who are authorized to take acknowledgments receive such authority from the Acts of Assembly of 1705; May 2, 1715; May 28, 1715; Feb. 24, 1770; Sept. 30, 1791; March 18, 1814; Jan. 16, 1827; Feb. 19, 1835; April 3, 1840; April 16, 1840; April 10, 1849; April 25, 1850; May 5, 1854; March 22, 1862; and May 14, 1874.

Proof of the execution of any deed, bargain, conveyance, grant, feoffment, lease, letter of attorney, mortgage, release, sale, and other assurance or instrument touching lands, tenements, or hereditaments may be made by the affidavit of a subscribing witness in case when the grantor, etc., is dead or cannot appear.

The certificate of the acknowledgment of a married woman must state that she is of full age; that the contents of the instrument have been made known to her; that she has been examined separate and apart from her husband; and that she executed the instrument of her own free will and accord, without any coercion or compulsion of her husband.

Powers of attorney relating to real estate must be acknowledged the same as deeds.

In Pennsylvania acknowledgments having reference to transactions within the State may be made before a Judge of the Supreme Court or the Court of Common Pleas; before a Prothonotary, Recorder, Mayor, Alderman, Justice of the Peace, Notary Public, or City Recorder.

When made out of the State, but within the United States, they may be made before a Judge of the Supreme or District Court of the United States or before a Judge or Justice of the Supreme or Superior Court or the District Court of any State or Territory, under the hand of such Judge and under the seal of such court, or before a Notary Public or Justice of the Peace, whose authority is certified to by the clerk of the Court of the proper county, or before a Commissioner of Deeds, so appointed by the Governor of Pennsylvania, and residing and acting in the State or Territory in which the acknowledgment is made.

Without the United States acknowledgments may be made before any consul or vice-consul of the United States, residing and acting within the place where such acknowledgment is taken, and certified under the official seal of such officer.

Acknowledgments taken in Pennsylvania and intending to operate in any other State or Territory must be made in accordance with the laws of such State or Territory. Any form of acknowledgment not strictly in compliance therewith will prove inoperative and void.

(1.) *Acknowledgment of a Deed, Release, Letter of Attorney, Assignment, etc., by one person.*

State of Pennsylvania, }  
County of Blair, } ss.

Personally appeared the above-named William Thompson, before me, a Justice of the Peace in and for said county, who in due form of law acknowledged the above indenture (release, letter of attorney, assignment, etc., as the case may be) to be his act and deed, to the end that the same might be recorded as such.

In testimony whereof, I have hereunto set my hand and seal this first day of September, A. D. one thousand eight hundred and eighty-four.

ROBERT WARING, [SEAL.]  
Justice of the Peace.

(2.) *By Husband and Wife.*

State of Pennsylvania, }  
County of Blair, } ss.

On the twentieth day of August, Anno Domini 1884, before me, the subscriber, a Notary Public residing in and for said county, personally appeared the above-named Robert Walker and Sarah, his wife, and in due form of law acknowledged the above indenture to be their act and deed, and desired the same might be recorded as such.

The said Sarah being of full age, and by me examined separate and apart from her said husband, and the contents of the foregoing indenture being first made fully known to her, declared that she did voluntarily and of her own free will and accord seal, and as her act and deed deliver the same, without coercion or compulsion of her said husband.

Witness my hand and official seal the day and year aforesaid.

W. D. COUCH, [SEAL.]  
Notary Public.

(3.) *Proof of execution of Deed by Subscribing Witness.*

County of Blair, ss.

Personally came before me, a Justice of the Peace in and for said county, A. B., who, being by me duly sworn (or affirmed), says that he was present and did see H. H., of &c., the grantor in the within indenture named (or as may be) sign, seal, and as his act and deed, deliver the within written indenture for the uses and purposes therein mentioned; and that the same was so signed, sealed, and delivered in the presence and hearing of C. D., of &c., and the deponent, and that the name H. H., set and subscribed to said indenture, as the party executing the same, is of the proper handwriting of said H. H., and that the names of C. D. and A. B. also set and subscribed to said indenture as the witnesses attesting the due execution thereof, are of the respective handwriting of the said C. D. and this deponent, and further saith not. A. B.

Subscribed and sworn to before me, this ——— day of, &amp;c.

E. F.,

Justice, &amp;c.

(4.) *Acknowledgment by a Corporation.*

County of Blair, ss.

Be it remembered, that on the 21st day of May, A. D. 1884, before me, a Justice of the Peace, personally came John Jones, who being duly sworn (or affirmed) according to law, doth depose and say that he was personally present and did see the common or corporate seal of the above-named (name of corporation) affixed to the foregoing indenture. That the seal so affixed is the common or corporate seal of the said (name of corporation), and was so affixed by the authority of the said corporation as the act and deed thereof. That the above-named William Fox is the president of the said corporation, and did sign the said indenture as such in the presence of this deponent. That this deponent is the secretary of the said corporation, and that the name of this deponent above signed in attestation of the due execution of the said indenture is of this deponent's own proper handwriting.

JOHN JONES.

Sworn and subscribed to before me, the day and year aforesaid.

SAML. JONES, [SEAL.]

Justice of the Peace.

(5.) *Another Form of Acknowledgment by a Corporation.*

State of Pennsylvania, }  
 County of Blair, } ss.

Be it remembered, that on the second day of January, A. D. 1885, before me, a Justice of the Peace in and for said county, personally appeared W. Scott Holland, President of the above-named Corporation, who, being duly sworn, deposeth and saith, that he was personally present at the execution of the above-written indenture, and saw the common seal of the said Corporation—The Altoona Coal Company—duly affixed thereto, and that the seal so affixed thereto is the common and corporate seal of the said The Altoona Coal Company, and that the above written indenture was duly signed, sealed, and delivered by and as and for the act and deed of the said The Altoona Coal Company for the uses and purposes therein mentioned; and that the name of this deponent, subscribed to the said indenture as President of the said The Altoona Coal Company, in attestation of the due execution and delivery of the said deed, is of this deponent's own proper and respective handwriting.

W. SCOTT HOLLAND.

Sworn and subscribed to before me, the day and year above written.

C. BLYTH JONES, [SEAL.]  
 Justice of the Peace.

(6.) *Acknowledgment by virtue of a Letter of Attorney.*

Blair County, ss.

Before me, the subscriber, one of the Justices of the Peace in and for the said county, personally came the above-named William Hopkins, and in his own name and in the names of his constituents, the above-named Henry Woomer and John Haden, in due form of law acknowledged the above-written indenture to be his own act and deed, and the act and deed of his constituents, the said Henry Woomer and John Haden, by him, the said William Hopkins, done and executed by virtue of a letter of attorney to him for that purpose granted; to the end that the same might as such be recorded.

In testimony whereof, I have hereunto set my hand and seal this tenth day of January, A. D. one thousand eight hundred and eighty-four.

JACOB BURLEY, [SEAL.]  
 Justice of the Peace.

(7.) *Acknowledgment by an Executor, Administrator, Committee, or Trustee.*

Blair County, ss.

Before me, the subscriber, a Notary Public residing in and for said county, personally came the above-named H. B. Kendig, Executor of the last Will and Testament of John Johnson (or Administrator, or Trustee of the estate of John Johnson, or Committee of John Johnson, a Lunatic, or Habitual Drunkard, as may be), who in due form of law acknowledged the above indenture to be his act and deed as such executor (or as may be) to the end that the same might be recorded as such.

In testimony whereof, I have hereunto set my hand and seal this first day of March, A. D. one thousand eight hundred and eighty-five.

CHARLES J. MANN, [SEAL.]

Notary Public.

(8.) *An Acknowledgment at majority where a Deed has been executed by an Infant.*

Blair County, ss.

Before me, the subscriber, one of the Justices of the Peace in and for the said county, personally came the above-named Samuel Snowden, who executed the foregoing indenture, and thereupon duly acknowledged that the said indenture was formerly executed by him when he was an infant under the age of twenty-one years; and that he has since arrived at the full age of twenty-one years, and is desirous of confirming his former execution thereof; and that he now acknowledges that he executed the same as and for his act and deed, and desires that the same may be recorded as such according to law.

In testimony whereof, &c.

D. S. BRUMBAUGH, [SEAL.]

Justice of the Peace.

(9.) *Acknowledgment of a Deed by Sheriff.*

State of Pennsylvania, }  
County of ———, } ss.

Be it remembered, that on the ——— day of ——— A. D. 1884, in open Court of Common Pleas of said county and before the Judges of said Court, came A. B., Esquire, High Sheriff of said county, and acknowledged the above and foregoing deed-poll to be



his act and deed, and desired that acknowledgment of said deed might be entered of record among the proceedings of said Court, and the same was thereupon entered in Book "———" of acknowledgments of Sheriff's Deeds, at page ——.

Witness my hand and the seal of said Court at —— the day and year above written.

\_\_\_\_\_,  
Prothonotary.

(10.) *Acknowledgment of an English Writing, with a Copy in a foreign language.*

Blair County, ss.

Before me, Saml. B. Lysinger, one of the Justices of the Peace in and for the said county, personally appeared the within-named John Hunter, who in my presence did acknowledge the foregoing ——, whereof the annexed purports to be a true translation, to be his voluntary act and deed, and by him delivered to the within-named Max Shultz, for the purposes therein mentioned; the name and seal thereunto prescribed and affixed, being the proper hand and seal of him, the said John Hunter.

In testimony whereof, I have hereunto set my hand and seal, this second day of May, A. D. one thousand eight hundred and eighty-four.

SAML. B. LYSINGER, [SEAL.]  
Justice of the Peace.

FORMS OF ACKNOWLEDGMENTS FOR THE SEVERAL STATES  
AND TERRITORIES.

(11.) *Alabama.*

Acknowledgments may be taken by a President Judge of any Judicial District, a Notary Public, or by a Commissioner of Deeds for the State of Alabama, and may be in the following form:—

*By Husband and Wife.*

State of Pennsylvania, }  
County, } ss.

I (name and style of officer) hereby certify that —— and —— his wife, whose names are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this

day, that being informed of the contents of the conveyance, they executed the same voluntarily, on the day the same bears date.

And the within named ———, being by me examined separate and apart from her husband, touching her signature to the same, acknowledged that she signed the same of her own free will and accord, and without fear, constraint, or threats on the part of her husband.

In witness whereof, I hereunto set my hand and seal, this ——— day of ——— 18—. (Signature, title, and seal.)

(12.) *Arizona Territory.*

Acknowledgments may be taken by a President Judge of any Judicial District, by a Prothonotary, Notary Public, or Commissioner of Deeds for Arizona Territory, and may be in the following form:—

*By Husband and Wife.*

State of Pennsylvania, }  
County of ———, } ss.

On this ——— day of ———, A. D. 18—, before me (name and title of officer), duly commissioned and sworn, personally appeared ———, personally known to me to be the ——— described in and who executed the foregoing instrument, who acknowledged to me that ——— executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

And the said ———, upon examination apart from and without the hearing of her husband, I made her acquainted with the contents of said instrument, and thereupon she acknowledged to me that she executed the same freely and voluntarily, and without fear, or compulsion, or undue influence of her husband, and that she does not wish to retract the execution of the same.

In witness whereof, I have hereunto set my hand and seal the day and year first above written. (Signature, title, and seal.)

(13.) *Arkansas.*

Acknowledgments may be taken by a Mayor or Burgess of any city or town having a seal, a Prothonotary, Notary Public, or Commissioner of deeds for the State of Arkansas, and may be in the following form:—

*By Husband and Wife conveying Lands of Husband.*

State of Pennsylvania, }  
County of ———, } ss.

Be it remembered, that on this day came before the undersigned (insert name and title of officer), within and for the county afore-

said, duly commissioned and acting, ———, to me well known as the *grantor* in the foregoing deed, and stated that he had executed the same for the consideration and purposes therein mentioned and set forth.

And, on the same day also, voluntarily appeared before me, ———, wife of the said ———, to me well known as the person signing said deed, and, in the absence of her said husband, declared that she had of her own free will signed and sealed the relinquishment of dower in the foregoing deed, for the purposes therein contained and set forth, without compulsion or undue influence of her said husband.

Witness my hand and seal, this ——— day of ———, 18—.

(Signature, title, and seal.)

*By Husband and Wife conveying Lands of Wife.*

State of Pennsylvania, }  
County of ———, } ss.

On this day came before me, a duly commissioned, qualified, and acting (insert name and title of officer), within and for the county aforesaid, ——— and ———, his wife, to me well known as the grantors in the foregoing deed; and the said ——— stated that he had executed the same for the consideration and purposes therein mentioned and set forth; and, also voluntarily appeared before me, the said ———, in the absence of her said husband, and declared that she had of her own free will executed the same for the purposes therein contained and set forth, without compulsion or undue influence of her said husband.

Witness my hand and seal this ——— day of ———, 18—.

(Signature, title, and seal.)

(14.) *California.*

Acknowledgments may be taken by a President Judge of any Judicial District, a Prothonotary, Notary Public, Justice of the Peace, or Commissioner of Deeds for the State of California. In case such acknowledgment is made before a Justice of the Peace a certificate of the Prothonotary of the proper county must be attached certifying to the official authority of such Justice. They may be in the following form:—

*General Form.*

State of Pennsylvania, }  
County of ———, } ss.

On this ——— day of ———, in the year 18—, before me (name and quality of officer), personally appeared ———, known to me to

be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Witness my hand and seal the day and year first above written.  
(Signature, title, and seal.)

*By a Married Woman.*

State of Pennsylvania, }  
County of ———, } ss.

On this ——— day of ———, in the year 18—, before me (name and quality of officer), personally appeared ———, known to me to be the person whose name is subscribed to the within instrument, described as a married woman; and upon an examination without the hearing of her husband, I made her acquainted with the contents of the instrument, and thereupon she acknowledged to me that she executed the same, and that she does not wish to retract such execution.

Witness my hand and seal the day and year first above written.  
(Signature, title, and seal.)

(15.) *Colorado.*

Acknowledgments may be taken by a Commissioner of Deeds for the State of Colorado, or by any officer authorized by the laws of Pennsylvania to take acknowledgments; provided, that if such acknowledgment be taken before any officer other than a Commissioner of Deeds or Prothonotary there must be a certificate attached from the Prothonotary of the proper county certifying under his seal to the signature and authority of such officer. Acknowledgments may be in the following form:—

*General Form.*

State of Pennsylvania, }  
County of ———, } ss.

I (naming the office), within and for the county and State aforesaid, do hereby certify that ———, who is personally known to me (or, if his or her identity is proven to such officer), then say, who was proven to me by the oath of (naming the witness), a creditable witness, to be the same person whose name is subscribed to the foregoing instrument of writing as a party thereto, appeared before me this day in person, and acknowledged that (he or she) executed the same for the uses and purposes therein set forth.

Witness my hand and seal this ——— day of ———, A. D. 18—. (Signature, title, and seal.)

NOTE.—A married woman may execute a deed as if *sole*.

(16.) *Connecticut.*

Acknowledgments may be made before a President Judge of any Judicial District, a Prothonotary, Commissioner of Deeds for the State of Connecticut, a Notary Public or Justice of the Peace. If before the latter a certificate of the Prothonotary of the proper county must be attached certifying to the signature and official authority of such justice. The officer must be personally acquainted with the grantor. Acknowledgments may be in the following form :—

*By Husband and Wife.*

State of Pennsylvania, }  
County of ———, } ss.

Before me, a (give title of officer), within and for the county and State aforesaid, duly commissioned and acting as such, personally appeared ——— and ——— his wife, signers and sealers of the foregoing instrument, and severally acknowledged the same to be their free act and deed, before me.

Witness my hand and seal this ——— day of ———, 18—.

(Signature, title, and seal.)

(17.) *Dakota Territory.*

Acknowledgments may be made before the President Judge of any Judicial District, a Prothonotary, or before any other officer authorized by the laws of the State of Pennsylvania to take acknowledgments, or before a Commissioner of Deeds for the Territory of Dakota. Acknowledgments may be in the following form :—

*By Husband and Wife.*

State of Pennsylvania, }  
County of ———, } ss.

Be it remembered, that, on this ——— day of ———, A. D. 18—, before me (insert name and title of officer), within and for said county, personally appeared ——— and ——— his wife, well known to me to be the persons who are described in and who executed the within instrument, and duly acknowledged to me that they executed the same freely.

In witness whereof, I have hereunto set my hand and seal this the day and year above written. (Signature, title, and seal.)

(18.) *Delaware.*

Acknowledgments may be made before a President Judge, a Commissioner of Deeds for the State of Delaware, a Notary Public, or the Mayor or Burgess of any city or borough having a seal. They may be in the following form :—

*By Husband and Wife.*

State of Pennsylvania, }  
 County of ———, } ss.

Be it remembered, that, on the ——— day of ———, in the year of our Lord 18—, personally came before the subscriber (name and title), ——— and ——— his wife, parties to this indenture, known to me personally to be such, and severally acknowledged said indenture to be their act and deed respectively, and that the said ———, being at the same time privately examined by me apart from her husband, acknowledged that she executed the said indenture willingly, without compulsion, or threats, or fear of her husband's displeasure.

Given under my hand and seal the day and year aforesaid.

(Signature, title, and seal.)

*(19.) District of Columbia.*

Acknowledgments may be made before any President Judge, Commissioner of Deeds for the District of Columbia, Notary Public, or Justice of the Peace. In case the acknowledgment is made before any officer other than a Commissioner of Deeds, a certificate of the Prothonotary of the proper county must be attached certifying to the authority, the signature, and the identity of such officer. Following is the form:—

*By Husband and Wife.*

State of Pennsylvania, }  
 County of ———, } ss.

I (here give title in full), in and for the county and State aforesaid, do hereby certify that ——— and ——— his wife, parties to a certain deed bearing date on the ——— day of ———, A. D. 18—, and hereto annexed, personally appeared before me in the county aforesaid, the said ——— and ———, being personally well known to me as (or proved by the oaths of credible witnesses before me to be) the persons who executed the said deed, and acknowledged the same to be their act and deed; and the said ———, wife of the said ———, being by me examined privily and apart from her said husband, and having the deed aforesaid fully explained to her, acknowledged the same to be her act and deed, and declared that she had willingly signed, sealed, and delivered the same, and that she wished not to retract it.

Given under my hand and seal this ——— day of ———, A. D. 18—.

(Signature, title, and seal.)

(20.) *Florida.*

Acknowledgments may be made before a President Judge, or Prothonotary under seal of the Court, a Commissioner of Deeds for the State of Florida, a Notary Public or Justice of the Peace; if before the last two a certificate of the Prothonotary must be attached certifying to the identity, authority, and signature of such officers. Acknowledgments may be in form as follows:—

*By Husband and Wife.*

State of Pennsylvania, }  
County of ———, } ss.

Be it remembered, that, on this ——— day of ———, A. D. 18—, personally came before me ——— and ——— his wife, both well and respectively known to me, and being the identical persons whose names are subscribed to the above and foregoing conveyance, and acknowledged the execution thereof to be their and each of their free act and deed for the uses and purposes therein mentioned. And the said ———, on a private examination made separate and apart from her said husband, acknowledged and declared that she made herself a party to and, executed the same for the purpose of renouncing and relinquishing all and every dower and right of dower in and to the lands in said conveyance described, and that the same was done by her freely and voluntarily, and without any constraint, apprehension, or fear of or from her said husband.

In witness whereof, I have hereunto set my hand and seal this the day and year first above written. (Signature, title, and seal.)

(21.) *Georgia.*

Acknowledgments may be made before a President Judge, with a certificate of the Prothonotary, under seal of the Court certifying to the genuineness of the signature of such Judge, or before a Commissioner of Deeds for the State of Georgia, and may be in form:—

*By Husband and Wife.*

(As for the State of Pennsylvania.)

(22.) *Idaho Territory.*

Acknowledgments may be made before a President Judge, or Prothonotary, under seal of the Court, or before a Commissioner of Deeds for Idaho Territory, and may be in form as follows:—

*By Husband and Wife.*

State of Pennsylvania, }  
County of ———, } ss.

On this ——— day of ———, A. D. 18—, before me (give title of officer), in and for said county, duly commissioned and sworn,

personally appeared ——— and ——— his wife, whose names are subscribed to the foregoing instrument as parties thereto, personally known to me to be the individuals described therein, and who executed the same, and they and each of them duly acknowledged to me that they executed the said instrument, each respectively, freely and voluntarily, and for the uses and purposes therein mentioned. [And I do further certify that the said ———, wife of the said ———, is personally known to me to be the person whose name is subscribed to said instrument as a party thereto, and that she was by me first made acquainted with the contents thereof, and thereupon acknowledged to me, on examination separate, apart from, and without the hearing of her said husband, that she executed the same freely and voluntarily, for the uses and purposes therein mentioned, without fear or compulsion or undue influence of her said husband, and that she does not wish to retract the execution of the same.]

In witness whereof, I have hereunto set my hand and affixed my seal of office the day and year first above written.

(Signature, title, and seal.)

NOTE.—If grantor be not married omit that part of above form in brackets, and make such changes in construction of first part of above form as necessary where acknowledgment is made by one person.

(23.) *Illinois.*

Acknowledgments may be made before a President Judge, Prothonotary, Commissioner of Deeds for the State of Illinois, United States Commissioner, Notary Public, or Justice of the Peace; if before either a Notary or Justice of the Peace, the official authority of such officer must be certified to by the Prothonotary, and under the seal of the Court. Acknowledgments may be in the following form:—

*By Husband and Wife.*

State of Pennsylvania, }  
County of ———, } ss.

I (name and title of officer) do hereby certify that ——— and ——— his wife, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as having executed the same, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and seal this ——— day of ———, A. D. 18—.

(Signature, title, and seal.)



(24.) *Indiana.*

Acknowledgments may be made before a President Judge, Prothonotary, Commissioner of Deeds for the State of Indiana, Recorder of Deeds of any county, Notary Public, Justice of the Peace, or the Mayor of any city having a seal. An acknowledgment attested by an official seal needs no further attestation; in other cases the official authority must be certified to by the Prothonotary of the proper county. Acknowledgments may be in form as follows:—

*By Husband and Wife.*

State of Pennsylvania, }  
County of ———, } ss.

Be it remembered, that, on this ——— day of ———, A. D. 18—, before me (name and title of the official), duly commissioned and qualified, personally appeared ——— and ——— his wife, the grantors in the foregoing deed, and severally acknowledged the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year aforesaid.

(Signature, title, and seal.)

(25.) *Iowa.*

Acknowledgments may be made before a Prothonotary, Commissioner of Deeds for the State of Iowa, Notary Public, or Justice of the Peace. If before the latter a certificate from the Prothonotary must be attached certifying to the identity, authority, and signature of such Justice. Acknowledgments may be in form as follows:—

*By Husband and Wife.*

State of Pennsylvania, }  
County of ———, } ss.

On this ——— day of ———, A. D. 18—, before me (the title of the person before whom acknowledgment is taken), personally came ——— and ——— his wife, to me personally known to be the identical persons whose names are affixed to the above deed as grantors, and acknowledged the execution of the same to be their voluntary act and deed.

Witness my hand and seal the day and year above written.

(Signature, title, and seal.)

(26.) *Kansas.*

Acknowledgments may be made before a Prothonotary, Commissioner of Deeds for the State of Kansas, Notary Public, or Justice of the Peace. If before the latter his official authority must be certified to by the Prothonotary of the proper county. Acknowledgments may be in form as follows:—

*By Husband and Wife.*

State of Pennsylvania, }  
 County of ———, } ss.

Be it remembered, that, on this ——— day of ———, A. D. 18—, before me (here give name and title at length), duly commissioned in and for the county and State aforesaid, came ——— and ——— his wife, who are personally known to me to be the same persons who executed the foregoing instrument of writing as grantors, and they duly acknowledged the execution of the same.

In witness whereof, I have hereunto set my hand and seal the day and year above written. (Signature, title, and seal.)

*(27.) Kentucky.*

Acknowledgments may be made before a President Judge or Prothonotary, under the seal of the Court, a Commissioner of Deeds for the State of Kentucky, Notary Public, or Mayor of a city; and may be in form as follows:—

*By Husband and Wife.*

State of Pennsylvania, }  
 County of ———, } ss.

I, ——— (title of officer), do certify that this instrument of writing, from ——— and ——— his wife (or from ———, wife of ———), was this day produced to me by the parties, and which was acknowledged by the said ——— to be his act and deed. And the contents and effect of the instrument being explained to the said ——— by me, separate and apart from her husband, she thereupon declared that she did freely and voluntarily execute and deliver the same to be her act and deed, and consented that the same might be recorded.

Given under my hand and seal of office, this ——— day of, &c.  
 (Signature, title, and seal.)

*(28.) Louisiana.*

Acknowledgments may be made before a Commissioner of Deeds for the State of Louisiana, or before any officer authorized by the laws of Pennsylvania to take acknowledgments. The official character, however, of any officer other than a Commissioner of Deeds must be certified to by the Prothonotary of the proper county. Acknowledgments may be in form as follows:—

*By Husband and Wife.*

State of Pennsylvania, }  
County of ———, } ss.

Be it remembered, that, on this day, came before me (name and title of officer), within and for the State and county aforesaid, duly commissioned and acting as such, ——— and ——— his wife, to me known personally, and signed the foregoing instrument in my presence and that of the two witnesses whose names are thereunto subscribed as such, and the said ——— acknowledged that he had executed the foregoing instrument for the consideration and purposes therein mentioned and set forth. And I examined the said ———, separate and apart from and out of the presence of her husband, touching her freedom of action in the premises; fully explained to her the nature of said act, and the effect it would have upon her rights; and I informed her, before receiving her signature thereto, that she had upon the property of her husband, by the laws of Louisiana, a legal mortgage on the immovables, and a privilege upon the movables of her husband, to wit: 1st. For the restitution of her dowry, as well as for the replacing of her dotal effects which she brought at the time of her marriage, and which were alienated by her husband, and this from the time of the celebration of the marriage; 2d. For the restitution or the replacing of the paraphernal effects which she acquired during the marriage, either by succession or donation, from the day when the succession devolved to her, or such donation began to have its effect. And that by signing said act she would forever lose her rights upon the property therein (mortgaged or sold). But the said ——— persisted in declaring that her action herein was free and voluntary; that she fully understood the nature of her rights, and the effect of her renunciation, but that she nevertheless persisted in her intention to renounce said rights upon said property.

Witness my hand and seal this ——— day of ——— A. D. 18—.

Witnesses:

(Signature, title, and seal.)

NOTE.—The acknowledgment should be attested by two male witnesses, as well as by the officer taking the same, whose seal, also, must be affixed at the spot where the witnesses sign their names.

(29.) *Maine.*

Acknowledgments may be made before a Commissioner of Deeds for the State of Maine, a Prothonotary, Notary Public, or Justice of the Peace. No certificate of authority of Notary or Justice is necessary, but it is usual to attach the same. Acknowledgments may be in form as follows:—

*By Husband and Wife.*

State of Pennsylvania, }  
 County of \_\_\_\_\_, } ss.

Personally came before me, this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 18—, \_\_\_\_\_ and \_\_\_\_\_ his wife, and acknowledged the foregoing instrument to be their free act and deed, and the said \_\_\_\_\_, being examined separate and apart from her said husband, declared that she did voluntarily and freely execute the foregoing conveyance without any fear, compulsion, or influence on the part of her said husband, and for the purpose of renouncing and relinquishing all and every dower and right of dower in and to the lands in said conveyance described.

In witness whereof, I have hereunto set my hand and seal, this the day and year above written. (Signature, title, and seal.)

(30.) *Maryland.*

Acknowledgments may be made before a President Judge under the seal of his Court, a Commissioner of Deeds for the State of Maryland, or a Notary Public, and may be in form as follows:—

*By Husband and Wife.*

State of Pennsylvania, }  
 County of \_\_\_\_\_, } ss.

I hereby certify that on this, \_\_\_\_\_ day of \_\_\_\_\_ A. D. 18—, before me (here insert name and title of official), personally appeared \_\_\_\_\_ and \_\_\_\_\_ his wife, and did each severally acknowledge the foregoing deed (or other instrument) to be their act.

In testimony whereof, I have hereunto subscribed my name and affixed my seal the day and year above written.

(Signature, title, and seal.)

(31.) *Massachusetts.*

Acknowledgments may be made before a Commissioner of Deeds for the State of Massachusetts, Notary Public, or Justice of the Peace. If before the latter a certificate of his authority from the Prothonotary of the proper county must be attached. Acknowledgments may be in form as follows:—

*By Husband and Wife.*

State of Pennsylvania, }  
 County of \_\_\_\_\_, } ss.

Personally appeared before me, this \_\_\_\_\_ day of \_\_\_\_\_, A. D.

18—, the above-named ——— and ——— his wife, and severally acknowledged the foregoing instrument to be their free act and deed.

In witness whereof, I have hereunto set my hand and seal, this the day and year above written. (Signature, title, and seal.)

(32.) *Michigan.*

Acknowledgments may be made before a Commissioner of Deeds for the State of Michigan, or before any officer authorized by the laws of Pennsylvania to take the same. If before any officer other than a Commissioner of Deeds there must be attached to the instrument a certificate from the Prothonotary of the proper county, under the seal of the Court, certifying that such person was at the date of such certificate of acknowledgment the officer he is therein represented to be; that he believes the signature of such officer to be genuine, and that the instrument is executed and acknowledged according to the laws of Pennsylvania. Acknowledgments may be in form as follows:—

*By Husband and Wife.*

State of Pennsylvania, }  
County of ———, } ss.

On this ——— day of ———, A. D. 18—, before me (here insert name and title of officer), personally came ——— and ——— his wife, known to me to be the persons who executed the foregoing instrument, and acknowledged the same to be their free act and deed.

Witness my hand and seal the day and year above written.

(Signature, title, and seal.)

(33.) *Minnesota.*

Acknowledgments may be made before a President Judge, Prothonotary, Commissioner of Deeds for the State of Michigan, Notary Public, or Justice of the Peace. If before any officer not having a seal of office there must be attached to the instrument a certificate from the Prothonotary of the proper county certifying to the official authority, the handwriting, and the signature of such officer. Acknowledgments may be in form as follows:—

*By Husband and Wife.*

State of Pennsylvania, }  
County of ———, } ss.

Be it known that, on this ——— day of ———, A. D. 18—, before me personally appeared ———, to me known to be the individual persons described in and who executed the foregoing instrument, and they acknowledged that they executed the same freely and voluntarily for the uses and purposes therein expressed.

Witness my hand and seal the day and year before written.

(Signature, title, and seal.)

(34.) *Mississippi.*

Acknowledgments may be made before a Prothonotary, a Commissioner of Deeds for the State of Mississippi, a Notary Public, or Justice of the Peace. If before the latter his official authority must be certified to by the Prothonotary of the proper county. Acknowledgments may be in the following form:—

*By Husband and Wife.*

State of Pennsylvania, }  
County of ———, } ss.

Personally appeared before me (name and title of officer) the within named ——— and ——— his wife, who, in due form of law, acknowledged that they signed and delivered the foregoing instrument on the day and year mentioned therein as their act and deed.

In witness whereof, I have hereunto set my hand and seal this ——— day of ———, A. D. 18—. (Signature, title, and seal.)

(35.) *Missouri.*

Acknowledgments may be made before a President Judge, Prothonotary, Commissioner of Deeds for the State of Missouri, or Notary Public, and may be in form as follows:—

*General Form.*

State of Pennsylvania, }  
County of ———, } ss.

Be it remembered, that, on this ——— day of ———, A. D. 18—, before me, the undersigned, a (give official title and place of office), duly commissioned and qualified, at the county aforesaid, came ———, who is personally known to me (or “who was proven before me by the testimony on oath of ———, residing at ———, and ———, residing at ———, two good and credible witnesses”) to be the same person whose name is subscribed to the foregoing instrument of writing as a party thereto, and he acknowledged the same to be his act and deed for the purposes therein mentioned.

In witness whereof, I do hereto set my hand and seal the day and year above written. (Signature, title, and seal.)

*By Husband and Wife.*

Same form as above, naming both grantors, and adding after the words “purposes therein mentioned”—“and she the said ———, wife of said ———, having been by me first made acquainted with the contents of said instrument, acknowledged, upon an examination separate and apart from her said husband, that she executed said

instrument and relinquished her dower in the real estate therein conveyed freely and without compulsion or undue influence on the part of her said husband."

NOTE.—Where the property conveyed belongs to the wife the husband must join in the deed; and the certificate should be the same as above, except that the words "and relinquished her dower in the real estate therein conveyed," should be omitted.

### (36.) *Montana Territory.*

Acknowledgments may be made before a President Judge or Prothonotary, under seal of the Court, a Commissioner of Deeds for Montana Territory, Notary Public, or Justice of the Peace. If before the latter his official character must be certified to by the Prothonotary of the proper county. They may be in form as follows:—

#### *General Form.*

State of Pennsylvania, }  
County of \_\_\_\_\_, } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 18—, personally appeared before me (title of officer), in and for said county \_\_\_\_\_, personally known to me (or satisfactorily proved to me by the oath of \_\_\_\_\_, a competent and credible witness for that purpose by me duly sworn) to be the person described in and who executed the foregoing instrument, and who acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

Witness my hand and seal the day and year above written.

(Signature, title, and seal.)

#### *By Husband and Wife.*

Same form as above, using names of both grantors, and after the words "for the uses and purposes therein mentioned," add: "and the said (name of wife), after being by me first made acquainted with the contents of said instrument, acknowledged to me on examination, separate, apart from, and without the hearing of her said husband, that she executed the same freely and voluntarily, without fear or compulsion, or undue influence of her said husband, and that she does not wish to retract the execution of the same."

### (37.) *Nebraska.*

Acknowledgments may be taken by a Commissioner of Deeds for the State of Nebraska, or by any officer authorized by the laws of the State of Pennsylvania to take the same. If taken by an officer having no seal, his official authority must be certified to by the Prothonotary of the proper county. Acknowledgments may be in form as follows:—

*By Husband and Wife.*

State of Pennsylvania, }  
 County of ———, } ss.

On this ——— day of ———, A. D. 18—, before me (name and title of officer), residing in said county, personally appeared ——— and ——— his wife, to me personally known (or by the oaths of one or more witnesses, whose names are hereto subscribed, satisfactorily proved) to be the identical persons described in, and whose names are affixed to the foregoing conveyance as grantors, and they severally acknowledged the same to be their voluntary act and deed.

In testimony whereof, I have hereunto set my hand and seal at ———, in said county, the day and year last above written.

(Signature, title, and seal.)

*(38.) Nevada.*

Acknowledgments may be made by a President Judge or Prothonotary, under seal of the Court, a Commissioner of Deeds for the State of Nevada, Notary Public, or Justice of the Peace. If before the latter a certificate must be attached from the Prothonotary of the proper county, certifying to the official character of such Justice and to the genuineness of his signature. Acknowledgments may be in form as follows:—

*By Husband and Wife.*

State of Pennsylvania, }  
 County of ———, } ss.

On this ——— day of ———, A. D. 18—, personally appeared before me (insert name and title of officer), in and for said county, ——— and ——— his wife, whose names are subscribed to the annexed instrument as parties thereto, personally known to me to be the individuals described in and who executed the said annexed instrument as parties thereto, who each acknowledged to me that they, each of them respectively, executed the same freely and voluntarily, and for the uses and purposes therein mentioned. And the said ———, wife of the said ———, having been by me first made acquainted with the contents of said instrument, acknowledged to me on examination, apart from and without the hearing of her said husband, that she executed the same freely and voluntarily without fear or compulsion, or undue influence of her said husband, and that she does not wish to retract the execution of the same.

In witness whereof, I have hereunto set my hand and seal the day and year first above written. (Signature, title, and seal.)



(39.) *New Hampshire.*

Acknowledgments may be made before a Commissioner of Deeds for the State of New Hampshire, a Notary Public, or Justice of the Peace. If before the latter a certificate from the Prothonotary of the proper county must be attached, certifying to the official authority of such Justice. Acknowledgments may be in form as follows:—

*By Husband and Wife.*

State of Pennsylvania, }  
County of ———, } ss.

Personally appeared before me, this ——— day of ———, A. D. 18—, the above-named ——— and ——— his wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Witness my hand and seal this the day and year above written.

(Signature, title, and seal.)

(40.) *New Jersey.*

Acknowledgments may be made before a Commissioner of Deeds for the State of New Jersey, or before any officer authorized by the laws of the State of Pennsylvania to take the same. If made before any one other than a Commissioner of Deeds a certificate from the Prothonotary of the proper county must be attached certifying to the authority of such officer, the genuineness of his signature, and that he is the officer claimed by him in his certificate. Acknowledgments may be in form as follows:—

*By Husband and Wife.*

State of Pennsylvania, }  
County of ———, } ss.

Be it remembered, that, on this ——— day of ———, A. D. 18—, before me, the subscriber (name and title of officer), personally appeared ——— and ——— his wife, who, I am satisfied, are the grantors named in and who executed the within indenture, and, I having first made known to them the contents thereof, they did thereupon severally acknowledge before me that they signed, sealed, and delivered the same as their voluntary act and deed, for the uses and purposes therein expressed.

And the said ———, wife of the said ———, being by me privately examined, separate and apart from her said husband, did further acknowledge that she signed, sealed, and delivered the same as her voluntary act and deed, freely, without any fear, threats, or compulsion of or from her said husband.

In witness whereof, I have hereunto set my hand and seal the day and year aforesaid.

(Signature, title, and seal.)

(41.) *New Mexico.*

Acknowledgments may be made before a President Judge, Prothonotary, or Commissioner of Deeds for the Territory of New Mexico. If before a President Judge the genuineness of his signature must be certified to by the Prothonotary of the proper county under the seal of the Court. Following is the form:—

*By Husband and Wife.*

State of Pennsylvania, }  
County of ———, } ss.

On this ——— day of ———, A. D. 18—, before me, the undersigned, a ———, personally came ——— and ——— his wife, to me personally known to be the same persons whose names are signed to and who are parties to the within deed of conveyance, and acknowledged that they signed, sealed, and executed the same freely and voluntarily for the purposes therein mentioned; and the said ———, being by me first informed of the contents of said deed of conveyance, confessed, on an examination separate and apart from and independent of her said husband, that she signed, sealed, and executed the same freely and voluntarily for the purposes therein mentioned, without any compulsion or the illicit influence of her said husband.

In witness whereof, I have hereunto set my hand and seal this the day and year above written. (Signature, title, and seal.)

(42.) *New York.*

Acknowledgments may be made before a Commissioner of Deeds for the State of New York, or before any officer authorized by the laws of Pennsylvania to take the same. If made before an officer other than a Commissioner of Deeds, a certificate from the Prothonotary of the proper county must be attached certifying that such officer resides in the county named, that he was authorized to take the same, that the signature is in the handwriting of the officer, and that the acknowledgment is, in form, according to the law of Pennsylvania. Following may be used as—

*General Form.*

State of Pennsylvania, }  
County of ———, } ss.

On this ——— day of ———, in the year 18—, before me personally came ———, to me personally known, and to me known to be the individual described in, and who executed the within conveyance, and acknowledged that he executed the same.

Witness my hand, &c. (Signature, title, and seal.)

NOTE.—Married women acknowledge as if they were *sole*.

(43.) *North Carolina.*

Acknowledgments may be made before a President Judge, Prothonotary, Commissioner of Deeds for the State of North Carolina, Notary Public, or Justice of the Peace. If before the latter a certificate from the Prothonotary must be attached, certifying to the identity, the authority, and the genuineness of the signature of such justice. Following form may be used:—

*By Husband and Wife.*

State of Pennsylvania, }  
County of ———, } ss.

I, ——— (name and title of official), do hereby certify that (name of grantor, and, if acknowledged by wife, her name, and add “his wife”), personally appeared before me this day and acknowledged the due execution of the foregoing deed of conveyance; and (if the wife is a signer) the said (wife’s name), being by me privately examined, separate and apart from her said husband, touching her voluntary execution of the same, doth state that she signed the same freely and voluntarily, without fear or compulsion of her said husband or any other person, and that she doth still voluntarily assent thereto.

Witness my hand and seal this ——— day of ———, A. D. 18—. (Signature, title, and seal.)

(44.) *Ohio.*

Acknowledgments may be made before a Commissioner of Deeds for the State of Ohio, or before any officer authorized by the laws of Pennsylvania to take the same, and may be in form as follows:—

*By Husband and Wife.*

State of Pennsylvania, }  
County of ———, } ss.

Be it remembered, that, on this ——— day of ———, A. D. 18—, before me, the subscriber, a (title of officer), in and for said county, personally came ——— and ——— his wife, and acknowledged the signing and sealing of the foregoing instrument to be their act and deed for the uses and purposes therein expressed. And the said ———, being examined by me separate and apart from her said husband, and the contents of said instrument made known and explained to her by me, did declare that she did voluntarily sign, seal, and acknowledge the same, and that she was still satisfied therewith as her act and deed.

In witness whereof, I have hereunto set my hand and seal the day and year above written. (Signature, title, and seal.)

(45.) *Oregon.*

Acknowledgments may be made before a Commissioner of Deeds for the State of Oregon, or before any officer authorized by the laws of Pennsylvania to take the same; but if before an officer other than a Commissioner of Deeds the certificate of the Prothonotary of the proper county must be attached certifying that such person is the officer he represents himself to be, that the signature is genuine, and that the deed is executed and acknowledged in accordance with the laws of the State of Pennsylvania. Acknowledgments may be in form as follows:—

*By Husband and Wife.*

State of Pennsylvania, }  
County of ———, } ss.

On this ——— day of ———, A. D. 18—, personally came before me (name and title), in and for said county, the within named ——— and ——— his wife, to me personally known to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely, for the uses and purposes therein named. And the said ———, on examination separate and apart from her said husband, acknowledged to me that she executed the same freely and without fear or compulsion from any one.

Witness my hand and seal this ——— day of ———, A. D. 18—. (Signature, title, and seal.)

(46.) *Rhode Island.*

Acknowledgments may be made before a Commissioner of Deeds for the State of Rhode Island, President Judge, Prothonotary, Notary Public, or Justice of the Peace. If before the latter the certificate of the Prothonotary of the proper county must be attached certifying to the identity, authority, and signature of such officer. Acknowledgments may be in following form:—

*By Husband and Wife.*

State of Pennsylvania, }  
County of ———, } ss.

Be it remembered, that, on this ——— day of ———, A. D. 18—, before me (name and title of officer), personally appeared ——— and ——— his wife, and the said ——— acknowledged the foregoing instrument by him signed to be his free and voluntary act and deed, and the said ———, being by me examined privily and apart from her said husband, and having said instrument shown and explained to her by me, declared to me that it is her voluntary act, and that she does not wish to retract the same.

In witness whereof, I have set my hand and seal the day and year above written. (Signature, title, and seal.)

(47.) *South Carolina.*

Acknowledgments may be made before a Commissioner of Deeds for the State of South Carolina, or a Notary Public. The form may be as follows:—

*By Husband and Wife for Lands Owned by the Husband.*

State of Pennsylvania, }  
County of \_\_\_\_\_, } ss.

I (give name and title of officer) do hereby certify unto all to whom it may concern that \_\_\_\_\_ and \_\_\_\_\_ his wife did this day appear before me, and in due form of law severally acknowledged that they did execute the foregoing conveyance, and as their act and deed did deliver the same to the end that the same might be recorded as such, and the said \_\_\_\_\_, upon being privately and separately examined by me, did declare that she does freely, voluntarily, and without any compulsion, dread, or fear of any person or persons whomsoever, renounce, release, and forever relinquish unto the within named \_\_\_\_\_, his heirs and assigns, all her interest and estate, and also of her right and claim of dower, of, in, or to all and singular the premises within mentioned and released.

(Signed by husband and wife.)

Given under my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—. (Signature, title, and seal.)

NOTE.—A married woman may convey lands owned by herself as a *feme sole*.

Besides the acknowledgments as aforesaid it is also necessary that one of the witnesses to the execution of the deed, make, before one of the officers above named, an affidavit in form as follows, which must be attached to the instrument:—

State of Pennsylvania, }  
County of \_\_\_\_\_, } ss.

Personally appeared before me \_\_\_\_\_ and made oath that he saw \_\_\_\_\_ and \_\_\_\_\_ his wife, sign, seal, and deliver the within conveyance, for the uses and purposes therein mentioned, and that he with \_\_\_\_\_, in the presence of each other, witnessed the due execution thereof. (Signed)

Sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—.

(Signature, title, and seal.)

(48.) *Tennessee.*

Acknowledgments may be made before a Prothonotary, Commissioner of Deeds for the State of Tennessee, or a Notary Public, and may be in form as follows:—

*By Husband and Wife.*

State of Pennsylvania, }  
 County of ———, } ss.

Personally appeared before me, this ——— day of ———, A. D. 18—, a (title of officer), ——— and ——— his wife, grantors within named, with whom I am personally acquainted, and who severally acknowledged that they executed the within conveyance for the purposes therein contained. And the said ———, wife of said ———, before me, privately and apart from her said husband, acknowledged the execution of said deed to have been done by her freely, voluntarily, and understandingly, without compulsion or constraint of her said husband, and for the purposes therein expressed.

Witness my hand and seal the day and year aforesaid.

(Signature, title, and seal.)

*(49.) Texas.*

Acknowledgments may be made before a Prothonotary, Commissioner of Deeds for the State of Texas, or a Notary Public, and may be in form as follows:—

*By Husband and Wife.*

State of Pennsylvania, }  
 County of ———, } ss.

Personally appeared before me (title of officer), this ——— day of ———, A. D. 18—, ——— and ——— his wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and severally acknowledged that they executed the same for the purposes and consideration therein expressed. And the said ———, wife of the said ———, having been examined by me, privily and apart from her husband, and having the same fully explained to her, she, the said ———, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal this ——— day of ———, A. D. 18—.

(Signature, title, and seal.)

*(50.) Utah Territory.*

Acknowledgments may be made before a President Judge, Prothonotary, Commissioner of Deeds for Utah Territory, or a Notary Public, and may be in form as follows:—

*General Form.*

State of Pennsylvania, }  
County of ———, } ss.

On this, ——— day of ———, A. D. 18—, before me (title of officer), in and for said county, personally appeared ———, personally known to me to be the person described in and who executed the foregoing instrument, and acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my hand and seal the day and year above written. (Signature, title, and seal.)

NOTE.—Married women convey their separate estates *as feme sole*, nor is it necessary for the wife to join with the husband in conveying his real estate, and *vice versa*.

(51.) *Vermont.*

Acknowledgments may be made before a Commissioner of Deeds for the State of Vermont, or before any officer authorized by the laws of the State of Pennsylvania to take the same, and may be in form as follows:—

*By Husband and Wife.*

State of Pennsylvania, }  
County of ———, } ss.

Personally appeared before me, this ——— day of ———, A. D. 18—, ——— and ——— his wife, the signers and sealers of the within written instrument, and acknowledged the same to be their free act and deed.

In witness whereof, I have hereunto set my hand and seal this the day and year aforesaid. (Signature, title, and seal.)

(52.) *Virginia.*

Acknowledgments may be made before a President Judge, Prothonotary, Commissioner of Deeds for the State of Virginia, or Notary Public, and may be in form as follows:—

*By Husband and Wife.*

State of Pennsylvania, }  
County of ———, } ss.

I (name and title of officer), in and for the county and State aforesaid, do certify that ——— and ——— his wife, whose names are to the above writing annexed, and bearing even date herewith (or as the case may be), have severally and respectively acknowledged the same before me in my said county. And the said ———, wife as aforesaid, being examined by me privily and apart from her

husband, and having the writing aforesaid fully explained to her, she, the said ———, acknowledged the said writing to be her act, and declared that she had willingly executed the same, and does not wish to retract it.

Given under my hand and seal this ——— day of ——— 18—. (Signature, title, and seal.)

(53.) *Washington Territory.*

Acknowledgments may be taken before a Commissioner of Deeds for Washington Territory, or by any officer authorized by the laws of Pennsylvania to take the same. If before any officer not having a seal, the identity, authority, and genuineness of signature of such officer must be certified to by the Prothonotary of the proper county. Acknowledgments may be in form as follows:—

*By Husband and Wife.*

State of Pennsylvania, }  
County of ———, } ss.

On this ——— day of ———, A. D. 18—, before me, the undersigned authority, personally came ——— and ——— his wife, who are personally known to me to be the same ——— and ——— whose names are subscribed to the within deed of conveyance as parties thereto, and severally acknowledged the execution of the said deed for the uses and purposes therein mentioned. And I *certify* that I did examine the said ———, wife of the said ———, separate and apart from her husband, and *that I did* make known to her the contents of the said deed, and she did thereupon acknowledge to me that she did execute the same voluntarily of her own free will, and without any fear of coercion from her husband.

In witness whereof, I have hereunto set my hand and seal the day and year above written. (Signature, title, and seal.)

(54.) *West Virginia.*

Acknowledgments may be made before a Commissioner of Deeds for the State of West Virginia, Prothonotary, Recorder of Deeds, &c., a Notary Public, or Justice of the Peace, and may be in form as follows:—

*By Husband and Wife.*

State of Pennsylvania, }  
County of ———, } ss.

I (name, title, and residence of officer) do certify that ——— and ——— his wife, whose names are signed to the writing above, bearing even date herewith, have this day severally acknowledged the



same before me; and the said ———, wife of the said ———, being examined by me privily and apart from her husband, and having the said writing fully explained to her, she, the said ———, acknowledged the said writing to be her act, and declared that she had willingly executed the same, and does not wish to retract it.

Given under my hand and seal this ——— day of ———, 18—. (Signature, title, and seal.)

(55.) *Wisconsin.*

Acknowledgments may be made before a Commissioner of Deeds for the State of Wisconsin, or before any officer authorized by the laws of Pennsylvania to take the same. If before any officer not having a seal, the identity, authority, and signature of such officer must be certified to by the Prothonotary of the proper county. Acknowledgments may be in form as follows:—

*By Husband and Wife.*

State of Pennsylvania, }  
County of ———, } ss.

Now ———, 18—, personally came before me (title of officer), ——— and ——— his wife, to me known to be the persons who executed the foregoing instrument, and acknowledged the same.

Witness my hand and seal this the day and year above written. (Signature, title, and seal.)

(56.) *Wyoming Territory.*

Acknowledgments may be made before any officer authorized by the laws of Pennsylvania to take the same, or before a Commissioner of Deeds for Wyoming Territory. If before any officer other than a Commissioner, his identity, authority, and genuineness of signature must be certified to by the Prothonotary of the proper county.

*By Husband and Wife.*

(Follow form for Pennsylvania.)

## ACQUITTANCE AND RECEIPTS.

AN ACQUITTANCE (in contracts) is an agreement in writing, not under seal, to discharge a party from an engagement to pay a sum of money. It differs from a release in that the latter must be under seal. Pothier. Oblig., n. 781; 1 Rawle, 391. It has, however, nearly the same effect as a release.

A RECEIPT is an acknowledgment in writing that the party giving the same has received from the person named therein the money or other thing therein specified. But, although expressed to be in full of all demands, a receipt is only *prima facie* evidence of that fact, and upon proof being made that it was obtained by fraud, or given either under a mistake of facts or an ignorance of law, it may be inquired into and corrected.

## ACQUITTANCE.

(1.) *For Purchase Money.*

*Know all men by these presents*, that I, Henry Hudson, of the city of Altoona, county of Blair and State of Pennsylvania, hereby acknowledge the receipt of nine hundred dollars, from Paul Pennington, of the same place, being the last payment in full of three thousand dollars paid by the said Paul Pennington as the consideration of the purchase of a certain lot of ground, situated in the said city of Altoona, &c. (here give description).

That of the entire sum of the aforesaid nine hundred dollars, and every part thereof, I do, by these presents, for myself, my heirs, executors, and administrators, acquit and discharge the said Paul Pennington, his heirs, executors, and administrators forever.

In testimony whereof, I have hereunto set my hand, this first day of April, A. D. 1885.

HENRY HUDSON.

(2.) *Another Form.*

Now, January 10th, 1885, I acknowledge to have received from Roman Rounce the sum of one thousand dollars, being the full and entire balance due me as purchase money upon that certain, &c. (here describe the premises), conveyed to him by deed dated the 10th day of January, A. D. 1884.

ABNER WILSON.

(3.) *For Balance of Rent Due.*

Hollidaysburg, Penna., October 1st, 1884, received from Mason Moler fifty dollars, being balance of rent due for the current year ending this date, of all that certain, &c. (here describe premises), now occupied by him.

C. B. BOWERS.

(4.) *For Balance Due on Bond.*

Now, April 1st, 1885, I acknowledge to have received from Harman Hartman five hundred dollars, being the full and entire balance due by him on his bond or obligation executed to me for two thousand dollars on April 1st, 1884, from which entire sum and every part thereof I do hereby acquit and forever discharge the said obligor.

BENJ. FRANKLIN.

(5.) *On Part Payment of a Bond.*

Now, April 1st, 1885, I acknowledge to have received from Henry Hartman five hundred and thirty dollars, being the first payment,

with its interest, due by him on his bond or obligation executed to me for two thousand dollars on April 1, 1884, from which sum of five hundred and thirty dollars I do hereby acquit and forever discharge the said obligor.

BENJ. FRANKLIN.

#### RECEIPTS.

##### (6.) *In Full of Demands.*

Received, Altoona, Pa., April 1st, 1885, from John Smith one hundred and ten dollars in full of all demands to date.

BALTZELL & ROUSE.

##### (7.) *On Account.*

Rec'd, Altoona, Pa., February 23d, 1885, from William Wilson two hundred dollars on account.

WM. MURRAY & SON.

##### (8.) *Part Payment in Cash and Balance by Promissory Note.*

Received, Altoona, Pa., April 1st, 1884, from Howard Hand one hundred dollars cash on account of his indebtedness to us, and his promissory note for one hundred and fifty dollars, due July 1st, 1884, and which, when paid, will be in full of all demands to this date.

LLOYD, WRIGHT & CO.

##### (9.) *In Full Payment by Promissory Note.*

Received, Altoona, Pa., April 1st, 1884, from Madison Mattern his promissory note at three months from this date, payable at First National Bank of Altoona, for three hundred and forty dollars, with interest, which, when paid, will be in full of all demands against him to date.

FRANK M. MORROW.

##### (10.) *Payment made by a Third Party.*

Received, Altoona, Pa., March 4th, 1885, from Walter Wiggans, by and through Evens Round, one hundred dollars on account (or in full of all demands to date, or as may be).

JOHN JOHNSON.

##### (11.) *Payment made to an Agent.*

Received, Altoona, Pa., December 15th, 1884, from Silas Sackett two hundred and sixty dollars in full of all demands to date.

B. BERKOWITZ.

By WALTER RAMSEY.

(12.) *Payment made to an Attorney.*

Received, Hollidaysburg, Pa., March 10, 1885, from Howe, Long & Co., three hundred and ninety dollars in full settlement of bill of merchandise of September 20, 1884.

QUICK & PAYS.

By MARTIN BELL, their Atty.

(13.) *Payment made by an Executor, &c., for Debt of Decedent.*

Rec'd, Tyrone, Pa., July 1, 1884, from Robert Waring, Executor, &c. (or administrator, &c., or trustee, &c.), of Peter Smith, late of, &c., deceased, three hundred dollars, in full settlement of decedent's indebtedness to me (or in full of all demands against the estate of the said decedent, or as may be).

RICHARD HOLLAND.

(14.) *Payment by Executor, &c., on Account of the Estate.*

Received, Altoona, Pa., October 4th, 1884, of William Long, Executor, &c. (or Administrator, &c.), of Samuel Cryder, late of, &c., deceased, twelve dollars, for advertising notices to creditors, &c., and for printing hand-bills, &c., of sale of personal property in said estate.

H. H. HOWLER.

(15.) *To Guardian for Payment of Legacy.*

Received, Altoona, Pa., November 10, 1884, from H. N. Moulton, Esq., my late Guardian, five hundred dollars, being in full of a legacy of four hundred and fifty dollars, bequeathed to me by William Roberts, late of Woodbury Township, deceased, with the interest thereon.

MASTER MASON.

(16.) *To Guardian on Wards coming of Age.*

Received, Hollidaysburg, Pa., December 25, 1884, from Hon. John Lemon, eight hundred dollars, in full (or, "on account," as may be), of balance due to me by (or, "of my proportion of the estate of my late father, Peter Fink, due to me by") said John Lemon, my late Guardian, as per his final account as approved by the Orphans' Court of Blair County.

JACOB FINK.

(17.) *To an Executor, &c., for Payment of a Legacy.*

Rec'd, Altoona, May 1st, 1884, from C. B. Moore, Executor of the last will and testament of Ephraim Hickle, late of said city, deceased (or, "Administrator d. b. n. c. t. a. of all and singular the

goods and chattels, rights and credits which were of Ephraim Hickle, &c."), five hundred dollars, in full of the legacy bequeathed to me by said decedent. JAMES HICKEL.

(18.) *Receipts from Mortgagee to Mortgagor for Deeds and Evidences of Title, and Agreement to Return the same.*

Now, January 15, 1885, I do hereby acknowledge that the several deeds and evidences, comprised in the above-written schedule, were delivered to me by the within named A. B., upon the execution of a mortgage to me by him for two thousand dollars and interest, of which the within ——— is a counterpart. And I do hereby agree that the same shall be re-delivered to the said A. B., his heirs, executors, or administrators, uncanceled and unaltered, upon his or their paying to me all principal and interest due on the said mortgage, unless from some cause beyond my power to control. C. D.

(19.) *Receipt for Payment of Judgment and Authority to Prothonotary to Satisfy same.*

In the Court of Common Pleas of Blair County.

Jason Hawk } No. 444.  
           vs.    }  
 Lincoln Lang. } January Term, 1883.

Received, Altoona, Pa., February 10, 1885, from Lincoln Lang, the above-named defendant, four hundred, eighty-two dollars, and ninety-six cents (\$482 $\frac{26}{100}$ ), in full of the above stated judgment, its interest and the costs due to me. And the Prothonotary of said Court is hereby authorized to mark said judgment satisfied of record upon the payment to him of the costs yet remaining unpaid.

JASON HAWK.

(20.) *Receipt of Lien Creditor Purchaser.*

In the Court of Common Pleas of Blair County.

Wilson Woods } No. —.  
           vs.    }  
 Frank Folk.    } ——— Term, 18—.

Ven. Ex. (or as writ may be).

I, Wilson Woods, lien creditor of Frank Folk, execution debtor above named, and purchaser of the land sold under and by virtue of the writ of ——— (as may be), above named, being entitled to receive the sum of two hundred dollars, a portion of the proceeds

of said sale, hereby acknowledge to have received from George Fay, Sheriff of said county, the said sum of two hundred dollars, as provided by Act of Assembly in that behalf.

WILSON WOODS.

### ADVANCEMENTS.

AN ADVANCEMENT is an amount of money, or real or personal estate advanced to a child by a parent in the lifetime of the latter, and which upon the death of such parent, and the settlement of his estate, shall be reckoned or accounted against such child in the distribution thereof. See Act April 8, 1833.

#### (1.) *Receipt of Child for Real Estate or Personal Property Advanced.*

Received ———, 18—, from Henry Holt, my father, deed for a certain lot of ground, situate, &c., valued at one thousand dollars (or “the following personal property, viz. [naming same]: valued at five hundred dollars”) for which amount I am to account, with interest, upon his death, and the settlement and distribution of his estate as so much advanced on my share of said estate.

HENRY HOLT, JR. [SEAL.]

#### (2.) *Promissory Note for Money Advanced to a Child.*

One year after the death of Henry Holt, my father, I promise to pay to the executor or administrator of his estate the sum of one thousand dollars, with interest from date, being money advanced to me by my said father, as part of my share of his estate, and for which I am only to account as an advancement on the distribution of his said estate.

HENRY HOLT, JR. [SEAL.]

### AFFIDAVITS AND OATHS.

AN AFFIDAVIT is a statement or declaration reduced to writing, and sworn or affirmed to before some officer who has authority to administer an oath. It differs from a deposition in this, that, in the latter, the opposite party has an opportunity to cross-examine the witness, whereas an affidavit is always taken *ex parte*.

AN OATH is an outward pledge, given by the person taking it, that his attestation or promise is made under an immediate sense of his responsibility to God. Greenleaf on Evidence, 328.

The usual form of taking an oath is upon the Gospel, the words used being, “You do swear that,” &c., and closing, “so help you God,” and then kissing the book. Another form is by the witness raising his right hand (called, swearing by the uplifted hand), while the officer repeats to him, “You do swear by Almighty God, the Searcher of all hearts, that,” &c., and closing, “and that as you shall answer

to God at the great day." Another form of attestation is called an *affirmation*; the officer repeats, "You do solemnly, sincerely, and truly declare and affirm, that," &c., and closing, "and so you affirm?" An oath, however, may, in form, be made to conform to the religious opinions of the person who takes it.

(1.) *General Form.*

(Following statement or matter sworn to.)

Blair County, ss.

Personally appeared before me, the subscriber, a Justice of the Peace in and for said county, William Fox, who, being duly sworn (or affirmed) according to law, doth depose and say, that the facts set forth in the above petition (or, "statement," or "affidavit of defense," or as may be) are true to the best of his knowledge and belief.

WILLIAM FOX.

Sworn (or affirmed) and subscribed to before me, this 2d day of June, A. D. 1884.

JACOB BURLEY,

Justice of the Peace.

(2.) *General Form.*

(Preceding statement or matter sworn to.)

Blair County, ss.

Personally appeared before me, the subscriber, an Alderman, residing in the city of Altoona, county aforesaid, William Fox, who, being duly sworn (or affirmed), doth depose and say, that (here proceed to set forth the matters and things to be sworn to), and further saith not.

WILLIAM FOX.

Subscribed and sworn (or affirmed) to before me, this sixth day of June, A. D. 1884.

B. F. ROSE,

Alderman.

(3.) *Conclusion or Jurat to an Affidavit made by a Blind or Illiterate Person.*

Subscribed and sworn (or affirmed) to before me, this ——— day of ———, 18—, the same being by me (or in my presence) read to the above-named B. C., he being blind (or illiterate), and understanding the same.

A. B.,

Alderman (or as may be).

(4.) *Conclusion or Jurat to an Affidavit made by a Foreigner.*

Subscribed and sworn (or affirmed) to before me, this ——— day of ———, A. D. 18—, I having first sworn A. B. to interpret truly

the above petition (or as may be) to the said C. D., who is a foreigner, and not understanding the English language.

E. F.,

Alderman (or as may be).

(5.) *Affidavit to an Account.*

Blair County, ss.

Personally appeared before me, a Justice of the Peace in and for said county, John Jones (or "John Jones, a member of the firm of Jones, Smith & Company," or "John Jones, Book-keeper for the firm of Smith & Company," or as may be), who, being by me duly sworn (or affirmed) according to law, doth depose and say: That the within (or annexed) account against William Fox is correctly copied from the books of original entry of the said John Jones (or as may be); that the charges were made in said books at the time of their respective dates; that the goods for which said charges were made, were sold and delivered as charged; that the charges are correct, and the account just and true as stated; that there is now due and owing thereon the sum of four hundred and eighty dollars with interest thereon from the ——— day of ———, and costs of probate; that no part of said sum has ever been paid or in any manner settled; and that there are no deductions or offsets of any kind, except such as are therein specified and credited.

JOHN JONES.

Sworn (or affirmed) and subscribed to, this second day of February, A. D. 1884.

C. BLYTHE JONES,

Justice of the Peace.

(6.) *Affidavit of Executor, Administrator, Guardian, Assignee, Trustee, &c., to a Supplementary, Partial, or Final Account.*

Blair County, ss.

Before me, James S. Plummer, Register of said county, personally came John Johnson, Executor of, &c. (or as the case may be), who, being duly sworn (or affirmed), doth depose and say, that the above-stated account is just and true, to the best of his knowledge and belief.

JOHN JOHNSON.

Subscribed and sworn (or affirmed) to, this ——— day of ———, A. D. 18—.

JAMES S. PLUMMER,

Register.



(7.) *Affidavit that Claim of Plaintiff Exceeds One Hundred Dollars.*

In the Court of Common Pleas of Blair County.

W. H. Harrison	} No. 280.
<i>vs.</i>	
John Tyler.	} January Term, 1885.

Blair County, ss.

Personally appeared W. H. Harrison, plaintiff above, before me, Charles Geesey, Prothonotary of said Court, who, being duly sworn (or affirmed) according to law, doth depose and say, that he doth truly believe that the debt due him by John Tyler, the above-named defendant, exceeds the sum of one hundred dollars (or "that the damages sustained by him exceed the sum of one hundred dollars").

W. H. HARRISON.

Subscribed and sworn (or affirmed) to, before me, this twentieth day of December, A. D. 1884.

CHAS. GEESEY,  
Prothonotary.

(8.) *Affidavit of Appellant in an Appeal from Judgment before a City Recorder.*

John Jones	} Before E. M. Amies, Esq.,
<i>vs.</i>	
Peter Smith.	} City Recorder of the City of Altoona, Pa.

Judgment, January 4th, 1885, in favor of Plff. for \$400.

Blair County, ss.

Personally appeared before me, E. M. Amies, City Recorder, of Altoona City, county of Blair aforesaid, Peter Smith, defendant above named, who, being by me duly sworn (or affirmed) according to law, doth depose and say, that he has a just, true, and legal defence to the whole of the claim or demand of John Jones, the above-named plaintiff (or "to a part of the claim," &c., as may be), the nature and character of which is as follows: (here set out fully the defence relied upon) and the said defendant further deposeth and saith that this appeal is not taken for the purpose of delay.

PETER SMITH.

Sworn (or affirmed) and subscribed to before me, this fifteenth day of January, A. D. 1885.

E. M. AMIES, [SEAL.]  
City Recorder.

(9.) *Affidavit of Appellant in an Appeal from Judgment before an Alderman, &c., for Wages.*

Martin Mattern } Before John O'Toole, Esq.,  
                   <sup>vs.</sup> } Alderman in and for the City of Altoona.  
 F. P. Handson. } Judgment Feb'y 2, 1885, for \$97.86.

Blair County, ss.

Personally came F. P. Handson, defendant above, before me, John O'Toole, an Alderman in and for the city of Altoona, Blair County aforesaid (or a Justice of the Peace, &c.), who, being by me duly sworn (or affirmed) according to law, doth depose and say, that it is not for the purpose of delay that such appeal is entered, but because he firmly believes injustice has been done him, and further saith not.

F. P. HANDSON.

Subscribed and sworn (or affirmed) to before me, this 10th day of February, A. D. 1885.

JOHN O'TOOLE,  
 Alderman.

(10.) *An Affidavit of Defence.*

In the Court of Common Pleas of Blair County.

Henry Feathers } No. 60.  
                   <sup>vs.</sup> } January Term, 1885.  
 Saml. Nixon. }

Blair County, ss.

Before me, Charles Geesey, Prothonotary of said Court, personally appeared Samuel Nixon, the above-named defendant, who, being by me duly sworn (or affirmed) according to law, doth depose and say, that he hath a just, true, and legal defence to the whole of the plaintiff's demand in the above suit (or "to a part of the said plaintiff's claim and demand," as may be), the nature and character of which is as follows: (here state fully the facts upon which the defence rests) all of which he expects to be able to prove upon the trial of the said action, and further saith not. SAMUEL NIXON.

Subscribed and sworn (or affirmed) to, this tenth day of January, A. D. 1885.

CHARLES GEESEY,  
 Prothonotary.

(11.) *Affidavit of Appellant on an Appeal from an Award of Arbitrators.*

In the Court of Common Pleas of Blair County.

Robert Roberts	} No. 94.
<i>vs.</i>	
Silas Slack.	} October Term, 1884.

Blair County, ss.

Before me, Chas. Geesey, Prothonotary of said Court, personally came Silas Slack, the above-named defendant, who, being by me duly sworn (or affirmed) according to law, doth depose and say, that it is not for the purpose of delay that the appeal in the above case is entered, but because he firmly believes injustice has been done him, and further saith not.

SILAS SLACK.

Subscribed and sworn (or affirmed) to, this twentieth day of October, A. D. 1884.

CHARLES GEESEY,

Prothonotary.

(12.) *Affidavit of the Publication of Notice.*

Blair County, ss.

Before me, W. B. Blake, an Alderman in and for the city of Altoona, county aforesaid, personally came E. B. Haines, who, being by me duly sworn (or affirmed) according to law, doth depose and say, that he is the publisher of the Daily Call, a newspaper printed and issued in said city (or is the book-keeper, &c. &c.), and that the above notice, of which the annexed is a true copy, was published for ——— consecutive days (or weeks) in said newspaper, commencing on the fifteenth day of January, A. D. 1885.

E. B. HAINES.

Subscribed and sworn (or affirmed) to, this 20th day of February, A. D. 1885.

W. B. BLAKE,

Alderman.

(13.) *Affidavit on Application for Certiorari.*

In the Court of Common Pleas of Blair County.

John Johnson.	} No. 840.
<i>vs.</i>	
William Williams.	} Jan'y Term, 1885.

*Certiorari* to Jacob Burley, Justice of the Peace. <sup>th</sup>

Blair County, ss.

Before me, Charles Geesey, Prothonotary of the above Court, personally came William Williams, the above-named defendant (or

John Johnson, the above-named plaintiff), who, being duly sworn (or affirmed), deposes and says: that his application for a Writ of *Certiorari*, in the above entitled action, is not for the purpose of delay, but because in his opinion the said cause of action was not cognizable before the above-named Justice (or, "but that said proceedings so proposed to be removed, are to the best of his knowledge unjust and illegal, and, if not removed, will oblige him to pay more money and receive less from his opponent than is fully due"), and further saith not.

WILLIAM WILLIAMS.

Subscribed and sworn (or affirmed) to, this ——— day of ———,  
A. D. 1885.

CHARLES GEESEY,

Prothonotary.

(14.) *Affidavit on an Appeal from Judgment of a Justice of the Peace, &c.*

Henry Snyder }  
vs. } Judgment before B. F. Rose, Alderman.  
Walter Barrett. }

Blair County, ss.

Before me, B. F. Rose, Alderman, personally appeared Walter Barrett, the above-named defendant, who, being by me duly sworn (or affirmed), doth depose and say, that the appeal in the above case is not taken for the purpose of delay, but because he believes injustice has been done him, and that he has a just, true, and legal defence to the entire claim of the said plaintiff; the nature and character of which are as follows (here set forth fully the defence): and further saith not.

WALTER BARRETT.

Subscribed and sworn (or affirmed) to, this ——— day of ———,  
A. D. 188—.

B. F. ROSE,

Alderman.

(15.) *Affidavit on an Appeal to the Supreme Court from the Orphans' Court.*

In the Orphans' Court of Blair County.

In the matter of the Estate of Thomas Wilt, late of said county, deceased.

Blair County, ss.

Before me personally came Alex. Wantz, who, being by me duly sworn (or affirmed), doth depose and say, that his appeal entered this day, from the sentence or decree of the Orphans' Court (here

specify the nature of the same), is not intended for delay, but because he verily believes injustice has been done him, and further saith not.

ALEX. WANTZ.

Subscribed and sworn (or affirmed) to, this \_\_\_\_\_ day of \_\_\_\_\_,  
A. D. 18—.

JOHN DEAN,

Prest. Judge of said Court.

(16.) *Affidavit by Defendant in an Action of Trespass before a Justice that the Title to Lands will come in Question.*

F. H. Hand }  
vs. } Before Robert Waring, Esquire.  
William Mink. } Trespass.

Blair County, ss.

William Mink, defendant above, being by me duly sworn (or affirmed) according to law, doth depose and say, that the title to lands will come in question in case trial be had in the above-stated action, and further saith not.

WILLIAM MINK.

Subscribed and sworn (or affirmed) to before me, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 188—.

ROBERT WARING,

Justice of the Peace.

(17.) *Affidavit to the Signature of a Deceased or Absent Witness to a Deed, &c.*

Blair County, ss.

Before me, D. S. Brumbaugh, a Justice of the Peace in and for said county, personally came Emanuel Botts, who, being by me duly sworn (or affirmed) according to law, doth depose and say, that he is well acquainted with the handwriting of Lawrence Lambert, one of the subscribing witnesses to the within \_\_\_\_\_, having frequently seen him write (or having had frequent written communication with him), and that he verily believes that the name of the said Lawrence Lambert, signed to the same as one of the attesting witnesses, is in the proper handwriting of the said Lawrence Lambert, who is now deceased (or who is now absent, or whose whereabouts is not known).

EMANUEL BOTTS.

Sworn (or affirmed) and subscribed to before me, this 2d day of March, A. D. 1885.

D. S. BRUMBAUGH,

Justice of the Peace.

(18.) *Affidavit of Defendant in Action in Estreperment, Denying Title in Plaintiff.*

In the Court of Common Pleas of Blair County.

William Fox	} No. 640.
<i>vs.</i>	
Robert Rox.	

October Term, 1884.

Blair County, ss.

Before me personally appeared Robert Rox, the above-named defendant, who, being duly sworn (or affirmed) according to law, doth depose and say, that the title and right of possession to the premises mentioned in the above-stated writ of Estreperment, are vested in him, and not in the plaintiff, as he verily believes, and that the quarries worked by him in the same were opened before the institution of the above-stated action for the recovery of the possession of the said premises.

ROBERT ROX.

Subscribed and sworn (or affirmed) to before me, this 20th day of November, A. D. 1884.

B. F. ROSE,  
Alderman.

(19.) *Affidavit of Landlord to petition for Writ of Estreperment.*

(When waste is threatened.)

Blair County, ss.

William Fox, the above-named petitioner, being duly sworn (or affirmed), doth depose and say, that, in consequence of the threats made by the said Robert Rox, he verily believes that the waste in said petition mentioned will be committed, unless restrained by law, and further saith not.

WILLIAM FOX.

Subscribed and sworn (or affirmed) to before me, this 20th day of November, A. D. 1884.

W. B. BLAKE,  
Alderman.

(20.) *Oath of Witness upon the Voir Dire.*

(By the uplifted hand.)

You do swear by Almighty God, the Searcher of all hearts, that you will true answers make to all questions asked you by the Court, touching the matter now before it; and that as you shall answer to God at the great day.

(21.) *Oath of Witness upon the Voir Dire.*

(By kissing the Book.)

You do swear, that you will true answers make to all questions asked you by the Court, touching the matter now before it. So help you God.

(22.) *Affirmation of Witness upon the Voir Dire.*

You do solemnly, sincerely, and truly declare and affirm, that you will true answers make to all questions asked you by the Court, touching the matter now before it; and so you affirm.

(23.) *Oath of Witness in Civil Case.*

(By the uplifted hand.)

You do swear by Almighty God, the Searcher of all hearts, that the evidence which you shall give to the Court (and jury), in the issue joined between William Fox, plaintiff, and Robert Rox, defendant, shall be the truth, the whole truth, and nothing but the truth; and that as you shall answer to God at the great day.

(24.) *Oath of Witness in Civil Case.*

(By kissing the Book.)

You do swear, that the evidence you shall give to the Court (and jury), in the issue joined between William Fox, plaintiff, and Robert Rox, defendant, shall be the truth, the whole truth, and nothing but the truth; so help you God.

(25.) *Affirmation of Witness in Civil Case.*

You do solemnly, sincerely, and truly declare and affirm, that the evidence which you shall give to the Court (and jury), in the issue joined between William Fox, plaintiff, and Robert Rox, defendant, shall be the truth, the whole truth, and nothing but the truth; and so you affirm.

(26.) *Oath of Witness in Criminal Case.*

(By the uplifted hand.)

You do swear by Almighty God, the Searcher of all hearts, that the evidence you shall give to the Court (and jury), in the issue joined between the Commonwealth of Pennsylvania and the prisoner at the bar, shall be the truth, the whole truth, and nothing but the truth; and that as you shall answer to God at the great day.

(27.) *Oath of Witness in Criminal Case.*

(By kissing the Book.)

You do swear, that the evidence you shall give to the Court (and jury), in the issue joined between the Commonwealth of Pennsylvania and the prisoner at the bar, shall be the truth, the whole truth, and nothing but the truth. So help you God.

(28.) *Affirmation of Witness in Criminal Case.*

You do solemnly, sincerely, and truly declare and affirm, that the evidence you shall give to the Court (and jury), in the issue joined between the Commonwealth of Pennsylvania and the prisoner at the bar, shall be the truth, the whole truth, and nothing but the truth. And so you affirm.

(29.) *Oath of Juror in Civil Case.*

(By the uplifted hand.)

You (or you and each of you) do swear by Almighty God, the Searcher of all hearts, that you will well and truly try the issue joined between William Fox, plaintiff, and Robert Rox, defendant, and a true verdict give according to the evidence, unless dismissed by the Court or the cause be withdrawn by the parties; and that as you shall answer to God at the great day.

(30.) *Oath of Juror in Civil Case.*

(By kissing the Book.)

You (or you and each of you) do swear, that you will well and truly try the issue joined between William Fox, plaintiff, and Robert Rox, defendant, and a true verdict give according to the evidence, unless dismissed by the Court, or the cause be withdrawn by the parties. So help you God.

(31.) *Affirmation of Juror in Civil Case.*

You (or you and each of you) do solemnly, sincerely, and truly declare and affirm, that you will well and truly try the issue joined between William Fox, plaintiff, and Robert Rox, defendant, and a true verdict give according to the evidence, unless dismissed by the Court, or the cause be withdrawn by the parties; and so you affirm.



(32.) *Oath of Witness to the Grand Jury.*

(By the uplifted hand.)

You do swear by Almighty God, the Searcher of all hearts, that the testimony you shall give to the grand inquest for the body of the county of ———, upon such bills of indictment whereunto you shall be examined, shall be the truth, the whole truth, and nothing but the truth; and that as you shall answer to God at the great day.

(33.) *Oath of Witness to the Grand Jury.*

(By kissing the Book.)

You do swear, that the testimony you shall give to the grand inquest for the body of the county of ———, upon such bills of indictment whereunto you shall be examined, shall be the truth, the whole truth, and nothing but the truth. So help you God.

(34.) *Affirmation of Witness to the Grand Jury.*

You do solemnly, sincerely, and truly declare and affirm, that the testimony you shall give to the grand inquest for the body of the county of ———, upon such bills of indictment whereunto you shall be examined, shall be the truth, the whole truth, and nothing but the truth; and so you affirm.

(35.) *Oath of Juror in Criminal Case.*

(By the uplifted hand.)

You (or you and each of you) do swear by Almighty God, the searcher of all hearts, that you will well and truly try, and true deliverance make, between the Commonwealth of Pennsylvania and the prisoner at the bar, whom you shall have in charge, and a true verdict give according to the evidence; and that as you shall answer to God at the great day.

(36.) *Oath of Juror in Criminal Case.*

(By kissing the Book.)

You (or you and each of you) do swear, that you will well and truly try, and true deliverance make, between the Commonwealth of Pennsylvania and the prisoner at the bar, whom you shall have in charge, and a true verdict give according to the evidence. So help you God.

(37.) *Affirmation of Juror in Criminal Case.*

You do solemnly, sincerely, and truly declare and affirm, that you will well and truly try, and true deliverance make, between the Commonwealth of Pennsylvania and the prisoner at the bar, whom you shall have in charge, and a true verdict give according to the evidence; and so you affirm.

(38.) *Oath of Foreman of the Grand Jury.*

(By the uplifted hand.)

You do swear by Almighty God, the Searcher of all hearts, that as foreman of this grand inquest, you will diligently inquire, and true presentment make, as well of all such matters and things as shall be given you in charge, as of those things which you shall know to be presentable here—the Commonwealth's counsel, your fellows', and your own, you will keep secret—you will present no one for envy, hatred, malice, or ill-will; neither will you leave any one unpresented through fear, favor, affection, reward, gain, or the hope thereof—but you will present all things truly, as they shall come to your knowledge, to the best of your understanding; and that as you shall answer to God at the great day.

(39.) *Oath of the Other Grand Jurors.*

(By the uplifted hand.)

You (or you and each of you) do swear by Almighty God, the Searcher of all hearts, that the same oath which your foreman hath taken to observe and keep on his part, you (and every of you), will well and truly observe and keep on your part; and that as you shall answer to God at the great day.

(40.) *Oath of Foreman of the Grand Jury.*

(By kissing the Book.)

You do swear, that as foreman of this grand inquest, you will diligently inquire, and true presentment make, as well of all such matters and things as shall be given you in charge, as of those things which you shall know to be presentable here—the Commonwealth's counsel, your fellows', and your own, you will keep secret—you will present no one for envy, hatred, malice, or ill-will; neither will you leave any one unpresented through fear, favor, affection, reward, gain, or any hope thereof—but you will present all things truly, as they shall come to your knowledge, to the best of your understanding. So help you God.

(41.) *Oath of the Other Grand Jurors.*

(By kissing the Book.)

You (or you and each of you) do swear that the same oath which your foreman hath taken to observe and keep on his part, you (and every of you) will and truly observe and keep on your part. So help you God.

(42.) *Affirmation of Foreman of Grand Jury.*

You do solemnly, sincerely, and truly declare and affirm, that as foreman of this grand inquest, you will diligently inquire, and true presentment make, as well of all such matters and things as shall be given you in charge, as of those things which you shall know to be presentable here—the Commonwealth's counsel, your fellows', and your own, you will keep secret—you will present no one for envy, hatred, malice, or ill-will; neither will you leave any one unrepresented through fear, favor, affection, reward, gain, or the hope thereof—but you will present all things truly, as they shall come to your knowledge, to the best of your understanding; and so you affirm.

(43.) *Affirmation of the Other Grand Jurors.*

You (or you and each of you) do solemnly, sincerely, and truly declare and affirm, that the same oath (or affirmation) which your foreman hath taken to observe and keep on his part, you, and every of you, will well and truly observe and keep on your part; and so you affirm.

(44.) *Oath of Interpreter in Civil Case.*

(By the uplifted hand.)

You do swear by Almighty God, the Searcher of all hearts, that you will truly interpret between the Court, the jury, the counsel, and the witnesses, in the issue joined, wherein William Fox is plaintiff, and Robert Rox, defendant; and that as you shall answer to God at the great day.

(45.) *Oath of Interpreter in Civil Case.*

(By kissing the Book.)

You do swear, that you will truly interpret between the Court, the jury, the counsel, and the witnesses, in the issue joined, wherein William Fox is plaintiff, and Robert Rox, defendant. So help you God.

(46.) *Affirmation of Interpreter in Civil Case.*

You do solemnly, sincerely, and truly declare and affirm, that you will truly interpret between the Court, the jury, the counsel, and the witnesses, in the issue joined, wherein William Fox is plaintiff, and Robert Rox, defendant; and so you affirm.

(47.) *Oath of Interpreter in Criminal Case.*

(By the uplifted hand.)

You do swear by Almighty God, the Searcher of all hearts, that you will well and truly interpret between the Court, the jury, the counsel, and the witness, in the issue joined between the Commonwealth and the prisoner at the bar; and that as you shall answer to God at the great day.

(48.) *Oath of Interpreter in Criminal Case.*

(By kissing the Book.)

You do swear, that you will well and truly interpret between the Court, the jury, the counsel, and the witness, in the issue joined between the Commonwealth and the prisoner at the bar. So help you God.

(49.) *Affirmation of Interpreter in Criminal Case.*

You do solemnly, sincerely, and truly declare and affirm, that you will truly interpret between the Court, the jury, the counsel, and the witness, in the issue joined between the Commonwealth and the prisoner at the bar; and so you affirm.

(50.) *Oath of Interpreter in a Civil or Criminal Case to a Deaf and Dumb Witness.*

(By the uplifted hand.)

You do swear by Almighty God, the Searcher of all hearts, that you will well and truly interpret to John Smith, a witness here produced, in this issue joined, wherein William Fox is plaintiff, and Robert Rox is defendant (or in this issue joined between the Commonwealth and the prisoner at the bar), the questions and demands made by the Court to the said John Smith, and his answers made to them; and that as you shall answer to God at the great day.

(51.) *Oath of Interpreter in a Civil or Criminal Case to a Deaf and Dumb Witness.*

(By kissing the Book.)

You do swear, that you will well and truly interpret to John Smith, a witness here produced, in this issue joined, wherein William Fox is plaintiff, and Robert Rox, defendant (or in this issue joined between the Commonwealth and the prisoner at the bar), the questions and demands made by the Court to the said John Smith, and his answers made to them. So help you God.

(52.) *Affirmation of Interpreter in a Civil or Criminal Case to a Deaf and Dumb Witness.*

You do solemnly, sincerely, and truly declare and affirm, that you will well and truly interpret to John Smith, a witness here produced, in this issue joined, wherein William Fox is plaintiff, and Robert Rox, defendant (or in this issue joined between the Commonwealth and the prisoner at the bar), the questions and demands made by the Court to the said John Smith, and his answers made to them; and so you affirm.

(53.) *Oath of Referees under Act 20 March, 1810.*

(By the uplifted hand.)

You (or you and each of you) do swear by Almighty God, the Searcher of all hearts, that you will well and truly try all matters in variance submitted to you between William Fox, plaintiff, and Robert Rox, defendant; and that as you shall answer to God at the great day.

(54.) *Oath of Referees under Act 20 March, 1810.*

(By kissing the Book.)

You (or you and each of you) do swear that you will well and truly try all matters in variance submitted to you between William Fox, plaintiff, and Robert Rox, defendant. So help you God.

(55.) *Affirmation of Referees under Act 20 March, 1810.*

You (or you and each of you) do solemnly, sincerely, and truly declare and affirm that you will well and truly try all matters in variance submitted to you between William Fox, plaintiff, and Robert Rox, defendant; and so you affirm.

(56.) *Oath of Arbitrators or Referees, Act 16 June, 1836*

You (or you and each of you) do swear (if by the uplifted hand, say, "by Almighty God, the Searcher of all hearts"), that you will justly and equitably try all matters at variance submitted to you, between William Fox, plaintiff, and Robert Rox, defendant, and a true award make according to the evidence (if by kissing the book, say: "So help you God." If by the uplifted hand, say: "And that as you shall answer to God at the great day)."

(57.) *Affirmation of Arbitrators or Referees, Act 16 June, 1836.*

You (or you and each of you) do solemnly, sincerely, and truly declare and affirm, that you will justly and equitably try all matters at variance submitted to you between William Fox, plaintiff, and Robert Rox, defendant, and a true award make according to the evidence; and so you affirm.

(58.) *Oath of Constable in Attendance upon a Jury.*

(By the uplifted hand.)

You do swear by Almighty God, the Searcher of all hearts, that you will take charge of and keep this jury together, until they have agreed upon their verdict, and that you will not suffer any one to speak to them, nor speak to them yourself, without leave of the Court, except it be to ask them if they have agreed on their verdict; and that as you shall answer to God at the great day.

(59.) *Oath of Constable in Attendance upon a Jury.*

(By kissing the Book.)

You do swear, that you will take charge of and keep this jury together, until they have agreed upon their verdict; and that you will not suffer any one to speak to them, nor speak to them yourself, without leave of the Court, except it be to ask them if they have agreed on their verdict. So help you God.

(60.) *Affirmation of Constable in Attendance upon a Jury.*

You do solemnly, sincerely, and truly declare and affirm, that you will take charge of and keep this jury together until they have agreed upon their verdict, and that you will not suffer any one to speak to them, nor speak to them yourself, without leave of the Court, except it be to ask them if they have agreed on their verdict; and so you affirm.

(61.) *Oath of Constable to keep a Jury on an Adjournment.*

You (if by kissing the Book) do swear (if by the uplifted hand, say, "by Almighty God, the Searcher of all hearts"), that you will retire with this jury to some convenient room, to be furnished by the Sheriff; that you will not suffer any person to speak to them, nor speak to them yourself, in relation to this trial; and that you will return with them at the order of the Court. If by kissing the book, add, "So help you God;" if by the uplifted hand, add, "and that as you shall answer to God at the great day."

(62.) *Affirmation of Constable to keep a Jury on Adjournment.*

You do solemnly, sincerely, and truly declare and affirm, that you, &c. (as in form above to and including the words, "at the order of the Court"); and so you affirm.

(63.) *Oath of Inquest on Real Estate under Execution.*

(By the uplifted hand.)

You (or you and each of you) do swear by Almighty God, the Searcher of all hearts, that you will truly inquiry make, whether the rents, issue, and profits of the lands, tenements, and hereditaments, taken in execution by the Sheriff of —— County, by virtue of certain writs of *feri facias*, which will be laid before you, are of a clear yearly value, beyond all reprises, sufficient within the space of seven years to pay or satisfy the debts or damages in the said writs respectively mentioned, with costs of suit, and a true inquisition thereof make, according to the best of your judgment; and that as you shall answer to God at the great day.

(64.) *Oath of Inquest on Real Estate under Execution.*

(By kissing the Book.)

You (or you and each of you) do swear, that you will, &c. (as in form above, to and including the words, "best of your judgment"). So help you God.

(65.) *Affirmation of Inquest on Real Estate under Execution.*

You (or you and each of you) do solemnly, sincerely, and truly declare and affirm, that you will, &c. (as in form next above, but one, to and including the words, "best of your judgment"); and so you affirm.

(66.) *Oath of Inquest by Virtue of a Commission in the Nature of a Writ de Lunatico Inquirendo.*

(By the uplifted hand.)

You (or you and each of you) do swear by Almighty God, the Searcher of all hearts, that you will diligently inquire and true return make to the Judges of the Court of Common Pleas of ——— County, whether the said John Jones is a Lunatic, and if you find him a Lunatic, then how long he hath been so, and whether he enjoys lucid intervals, and what lands and tenements, goods and chattels he was seized or possessed of, or entitled to at the time of his becoming a Lunatic, and the value thereof, and whether he hath since aliened or disposed of them, or any part thereof, and to whom (or in the case of an *Habitual Drunkard*; whether the said John Jones is an *Habitual Drunkard*, and if so what lands and tenements, goods and chattels he is seized or possessed of, and how much the said lands and tenements are worth by the year, and what is the value of the same goods and chattels), and how old he is, and who are his heirs or next of kin, and the ages of the said heirs and next of kin respectively; and that as you shall answer to God at the great day.

(67.) *Oath of same Inquest, by Kissing the Book.*

You (or you and each of you) do swear that you will diligently, &c. (as in form above). So help you God.

(68.) *Affirmation of same Inquest.*

You (or you and each of you) do solemnly, sincerely, and truly declare and affirm, that you will diligently, &c. (as in form above), and so you affirm.

(69.) *Oath of Inquest in Partition, in the Common Pleas Court.*

(By the uplifted hand.)

You (or you and each of you) do swear by Almighty God, the Searcher of all hearts, that you will well and truly view and inquire whether the lands and tenements in this writ of partition mentioned, can be divided to and among the parties in the said writ named, without prejudice to, or spoiling the whole; and if you find that the same can be so divided, that then you will make partition thereof accordingly; but if you find that the same cannot be



so divided according to the command of the writ, that then you will make a just valuation and appraisement thereof, according to the best of your knowledge; and that as you shall answer to God at the great day.

(70.) *Oath of same Inquest, by Kissing the Book.*

You (or you and each of you) do swear that you will well and truly view, &c. (as in the above form). So help you God.

(71.) *Affirmation of same Inquest.*

You (or you and each of you) do solemnly, sincerely, and truly declare and affirm, that you will well and truly view, &c. (as in the above form); and so you affirm.

(72.) *Oath of Inquest on Writ of Liberari Facias.*

(By the uplifted hand.)

You (or you and each of you) do swear by Almighty God, the Searcher of all hearts, that you will diligently inquire, and to the best of your knowledge ascertain, the clear yearly value of a certain messuage, plantation, and tract of land, situate, &c., with the appurtenances, in a certain writ of *liberari facias*, wherein William Fox is plaintiff, and Robert Rox is defendant, mentioned, and a true inquisition thereof make, according to law and the best of your judgment; and that as you shall answer to God at the great day.

(73.) *Oath of same Inquest, by Kissing the Book.*

You (or you and each of you) do swear that you will diligently, &c. (as in the above form). So help you God.

(74.) *Affirmation of same Inquest.*

You (or you and each of you) do solemnly, sincerely, and truly declare and affirm, that you will diligently, &c. (as in the above form); and so you affirm.

(75.) *Oath of Inquest in Writ of Inquiry.*

(By the uplifted hand.)

You (or you and each of you) do swear by Almighty God, the Searcher of all hearts, that you will diligently inquire what damages William Fox, the plaintiff in this writ named, has sustained against Robert Rox, the defendant in said writ named, as well by occasion

of the premises in the said writ specified, as for his costs and charges by him about his suit in that behalf expended, and a true inquisition make according to law; and that as you shall answer to God at the great day.

(76.) *Oath of same Inquest, by Kissing the Book.*

You (or you and each of you) do swear, that you will diligently inquire, &c. (as in the above form). So help you God.

(77.) *Affirmation of same Inquest.*

You (or you and each of you) do solemnly, sincerely, and truly declare and affirm, that you will diligently, &c. (as in the above form); and so you affirm.

(78.) *Oath of Jurors in proceedings had to Recover Possession after Sale by Sheriff.*

(By the uplifted hand.)

You (or you and each of you) do swear by Almighty God, the Searcher of all hearts, that you will well and truly inquire of and concerning the premises in this summons mentioned, and assess such damages (if any) as the complainant hath sustained thereby; and that as you shall answer to God at the great day.

(79.) *Oath of Jurors in same proceedings, by Kissing the Book.*

You (or you and each of you) do swear that you will well and truly inquire, &c. (as in the above form). So help you God.

(80.) *Affirmation of Jurors in same proceedings.*

You (or you and each of you) do solemnly, sincerely, and truly declare and affirm, that you will well and truly inquire, &c. (as in the above form); and so you affirm.

(81.) *Oath of Claimant to Land Sold by Sheriff, Act 16 June, 1836.*

(By the uplifted hand.)

I, William Fox, do swear by Almighty God, the Searcher of all hearts, that I verily believe that I am legally entitled to hold the premises in dispute against the petitioner; that I do not claim the same by, from, or under the defendant, as whose property the same was sold, by title devised to me subsequently to the rendition of the

judgment, under which the same was sold; but by a different title &c. (as the case may be); as that I shall answer to God at the great day.

(82.) *Oath of Claimant in same proceedings, by Kissing the Book.*

I, William Fox, do swear, that I verily believe, &c. (as in the above form). So help you God.

(83.) *Affirmation of Claimant in same proceedings.*

I, William Fox, do solemnly, sincerely, and truly declare and affirm, that I verily believe, &c. (as in the above form); and so I affirm.

(84.) *Oath of an Attorney-at-Law on his Admission to the Bar.*

You (if by the uplifted hand) do swear by Almighty God, the Searcher of all hearts (or, if by kissing the Book, "you do swear," or, if by affirmation, "you do solemnly, sincerely, and truly declare and affirm"), that you will support the Constitution of the United States and the Constitution of this Commonwealth; and that you will behave yourself, in the office of Attorney within these Courts, according to the best of your learning and ability; and with all good fidelity, as well to the Court as to the client; and that you will use no falsehood, nor delay any person's cause for lucre or malice; and that as you shall answer to God at the great day (or, "So help you God," or, "and so you affirm").

(85.) *Oath of Foreman of Coroner's Inquest.*

(By the uplifted hand.)

You do swear by Almighty God, the Searcher of all hearts (that you will diligently inquire, and true presentment make, on the behalf of the Commonwealth, how and in what manner Walter Wampler (or a person unknown, as the case may be), here lying dead, came to his death; and of such other matters relating to the same, as shall be lawfully required of you, according to the evidence offered to you or arising from the inspection of the body); and that as you shall answer to God at the great day.

(86.) *Same Oath.*

(By kissing the Book.)

You do swear, &c. (as that part of the above oath inclosed in parenthesis). So help you God.

(87.) *Affirmation of Foreman of Coroner's Inquest.*

You do solemnly, sincerely, and truly declare and affirm (as that part of the next above oath inclosed in parenthesis); and so you affirm.

(88.) *Oath (or Affirmation) of Witness on a Coroner's Inquest.*

You do swear by Almighty God, the Searcher of all hearts (or, "you do swear;" or, "you do solemnly, sincerely, and truly declare and affirm"), that the evidence you shall give to this inquest, touching the death of A. B. (or "the person whose body has been viewed"), shall be the truth, the whole truth, and nothing but the truth; and that as you shall answer to God at the great day (or "So help you God," or "and so you affirm").

(89.) *Oath to be taken and subscribed by Senators and Representatives, and all Judicial, State, and County Officers before entering upon the duties of their respective offices.*

(By the uplifted hand.)

I do solemnly swear by Almighty God, the Searcher of all hearts, that I will support, obey, and defend the Constitution of the United States, and the Constitution of this Commonwealth, and that I will discharge the duties of my office with fidelity; that I have not paid or contributed, or promised to pay or contribute, either directly or indirectly, any money or other valuable thing, to procure my nomination or election (or appointment), except for necessary and proper expenses, expressly authorized by law; that I have not knowingly violated any election law of this Commonwealth, or procured it to be done by others in my behalf; that I will not knowingly receive, directly or indirectly, any money or other valuable thing for the performance or non-performance of any act or duty pertaining to my office, other than the compensation allowed by law, and that as I shall answer to God at the great day.

(90.) *Same Oath, by Kissing the Book.*

I do swear, that I, &c. (as in the above form). So help me God.

(91.) *Affirmation by above officers.*

I do solemnly, sincerely, and truly declare and affirm, that I, &c. (as in the above form) and so I affirm.

(92.) *Oath to be taken and subscribed by each Judge of Elections before entering upon his duties.*

(By the uplifted hand.)

I do swear by Almighty God, the Searcher of all hearts, that I will as Judge duly attend the ensuing election during the continuance thereof, and faithfully assist the Inspectors in carrying on the same; that I will not give my consent that any vote or ticket shall be received from any person other than such as I firmly believe to be, according to the provisions of the Constitution and laws of this Commonwealth, entitled to vote at such election, without requiring such evidence of the right to vote as is directed by law, and that I will use my best endeavors to prevent any fraud, deceit, or abuse in carrying on the same by citizens, qualified to vote, or others, and that I will make a true and perfect return of the said election, and will in all things truly, impartially, and faithfully perform my duty respecting the same, to the best of my judgment and abilities; and that I am not, directly or indirectly, interested in any bet or wages on the result of this election; and that as I shall answer to God at the great day.

(93.) *Same Oath, by Kissing the Book.*

I do swear, that I, &c. (as in the above form). So help me God.

(94.) *Affirmation by above Officer.*

I do solemnly, sincerely, and truly declare and affirm, that I, &c. (as in the above form); and so I affirm.

(95.) *Oath to be taken and subscribed by each Inspector of Elections before entering upon his duties.*

(By the uplifted hand.)

I do swear by Almighty God, the Searcher of all hearts, that I will duly attend to the ensuing election during the continuance thereof as an Inspector, and that I will not receive any ticket or vote from any person other than such as I shall firmly believe to be, according to the provisions of the Constitution and the laws of this Commonwealth, entitled to vote at such election, without requiring such evidence of the right to vote as is directed by law, nor will I vexatiously delay or refuse to receive any vote from any person whom I shall believe to be entitled to vote as aforesaid, but that I will in all things truly, impartially, and faithfully perform

my duty therein to the best of my judgment and abilities; and that I am not, directly or indirectly, interested in any bet or wager on the result of this election, and that as I shall answer to God at the great day.

(96.) *Same Oath, by Kissing the Book.*

I do swear, that I, &c. (as in the above form). So help me God.

(97.) *Affirmation by above Officer.*

I do solemnly, sincerely, and truly declare and affirm, that I, &c. (as in the above form); and so affirm.

(98.) *Oath to be taken and subscribed by each Clerk of Elections before entering upon his duties.*

(By the uplifted hand.)

I do swear by Almighty God, the Searcher of all hearts, that I will impartially and truly write down the name of each elector who shall vote at the ensuing election, which shall be given me in charge, and also the name of the township, ward, or district wherein such elector resides, and carefully and truly write down the number of votes that shall be given for each candidate at the election, as often as his name shall be read to me by the inspectors thereof, and in all things truly and faithfully perform my duty respecting the same to the best of my judgment and ability; and that I am not, directly or indirectly, interested in any bet or wager on the result of this election; and that as I shall answer to God at the great day.

(99.) *Same Oath, by Kissing the Book.*

I do swear, that I, &c. (as in the above form). So help me God.

(100.) *Affirmation by above Officer.*

I do solemnly, sincerely, and truly declare and affirm, that I, &c. (as in the above form); and so I affirm.

(101.) *Oath to be taken and subscribed by the Judges, Inspectors, and Clerks, and other officers of any Primary Election, Meeting, or Caucus, held for the purpose of Nominating Candidates for State, City, and County Officers, Act 29 June, 1881.*

(By the uplifted hand.)

I do swear by Almighty God, the Searcher of all hearts, that I will as Judge (or as Inspector, or as Clerk, as the case may be) at

the ensuing election, impartially and faithfully perform my duties in accordance with the laws and Constitution of the Commonwealth of Pennsylvania, and in accordance with the rules and regulations adopted by the Republican (or as may be) party of the county of ——— for the government of the said primary election (or meetings, or caucus, as may be), to the best of my judgment and abilities, and that as I shall answer to God at the great day.

(102.) *Same Oath, by Kissing the Book.*

I do swear, that I, &c. (as in the above form). So help me God.

(103.) *Affirmation by above Officers.*

I do solemnly, sincerely, and truly declare and affirm, that I, &c. (as in the above form); and so I affirm.

### AMICABLE ACTIONS.

AN AMICABLE ACTION is a mode of instituting a suit in Pennsylvania without the intervention of the Sheriff; being an agreement signed by the parties or their attorneys, and filed in the Prothonotary's office, to be by him entered on record.

Judgment by confession may be entered by amicable agreement, signed by the respective parties to the suit, stating specifically the cause of action; or such agreement may be signed by the attorneys of the parties respectively, under warrant of attorney filed with the agreement.

By an entry of an amicable action, the defendant waives the necessity of issuing a writ, and, of course, everything contained in it; but it does not follow that he has waived the filing of a declaration or statement, by the mere agreement to enter an amicable action. T. & H. vol. i. § 376.

When judgment is confessed in an amicable action, the defendant is entitled to a like stay of execution, counting from its date, as in other cases, unless otherwise provided by the parties by the terms of their agreement, Act 16 June, 1836.

See Acts of Assembly 21 March, 1806; 26 March, 1827; 13 June, 1836; 16 June, 1836; 21 April, 1840.

(1.) *Agreement for Amicable Action.*

In the Court of Common Pleas of Blair County.

Richard Roller	} No. 408.
<i>vs.</i>	
Henry Hunter.	} October Term, 1884.

Now, November 6th, 1884, it is hereby agreed that an amicable action in the above form be entered in said Court, depending in like

manner as if summons had regularly issued against defendant by plaintiff and an appearance entered by defendant.

Executed in presence of	}	RICHARD ROLLER,
W. M. BEYER,		HENRY HUNTER.
G. LLOYD OWENS.		

(2.) *Agreement for Amicable Revival of Judgment.*

In the Court of Common Pleas of Blair County.

Robert Walker	}	No. 69. June Term, 1884.
vs.		Amicable Scire Facias sur Judgment.
Sidney Harris.		No. 409. January Term, 1880.

Now, June 30th, 1884, it is agreed that the Prothonotary of said Court enter an amicable *scire facias* upon the above judgment, with the same effect as if a *scire facias* to revive the same had been regularly issued, personally served on the defendant, and duly so returned, and that a judgment be entered thereon in favor of the plaintiff, and against the defendant, subject to all the conditions contained in the original judgment, for the sum of nine hundred and forty-six  $\frac{22}{100}$  dollars, being the amount of debt and interest now due on the original judgment, and with costs.

Executed in presence of	}	ROBERT WALKER,
N. P. MERVINE,		SIDNEY HARRIS.
W. S. HAMMOND.		

(3.) *Agreement for Amicable Action and Confession of Judgment.*

In the Court of Common Pleas of Blair County.

Edwin Long	}	No. 40.
vs.		October Term, A. D. 1884.
Henry Jones.		

Now, October 1st, 1884, it is hereby agreed that an amicable action in the above form be entered in said Court, depending in like manner as if summons had regularly issued against defendant by plaintiff, and an appearance entered by defendant; said action being founded on a certain book account (or promissory note, &c., as the case may be); a true and correct copy of which is filed herewith. And it is further agreed, that judgment be confessed herein against the defendant, and in favor of the plaintiff, for the sum of four



hundred dollars and ninety-six cents (\$400<sup>96</sup>/<sub>100</sub>), with stay of execution (or as may be).

Executed in presence of  
C. B. BOWERS,  
LEE PLUMMER.

}

EDWIN LONG,  
HENRY JONES.

(4.) *Amicable Scire Facias sur Mortgage and Confession of Judgment.*

In the Court of Common Pleas of Blair County.

Alexander Bosler

vs.

Charles Davis.

}

No. 90.

October Term, 1884.

*Amicable sci. fa. sur mortgage and confession of judgment.*

Now, November 1st, 1884, it is agreed that this action be entered with the same effect as if a *scire facias* had been regularly issued out of said Court against the said defendant at the suit of the said plaintiff, on a certain mortgage executed by the said defendant to the said plaintiff on the first day of April, A. D. 1882, and recorded in the office for the recording of deeds, &c., in Blair County aforesaid, in Mortgage Book Z, page 600, &c., a true copy whereof is hereunto annexed, and had been duly served and returned, and judgment is hereby confessed thereon by the said defendant to and in favor of said plaintiff for the sum of five hundred dollars, being the principal and interest due on said mortgage at this date, without stay of execution (or as the case may be).

Executed in presence of  
MARTIN BELL,  
J. HORACE SMITH.

}

ALEXANDER BOSLER,  
CHAS. DAVIS.

(5.) *Agreement for Entry of Judgment after Rule of Reference entered.*

In the Court of Common Pleas of Blair County.

Alfred Baker

vs.

Casper Dixon.

}

No. 640.

October Term, 1884.

Now, December 1st, 1884, it is hereby agreed, by and between the parties to the above suit, that the choosing (or "meeting," if already chosen) of the arbitrators under Rule of Reference entered in said case be dispensed with, and that a judgment be entered thereon against the said defendant, and in favor of the said plaintiff

for two hundred dollars, with costs. The claim of the plaintiff being founded (here state specifically the ground of plaintiff's action).

Executed in presence of	}	ALFRED BAKER,
B. L. HEWITT,		CUSPER DIXON.
FRED. JEAKEL.		

(6.) *Amicable Scire Facias sur Judgment, against Defendant and Terre Tenant.*

In the Court of Common Pleas of Blair County.

Robert Walker	}	No. 100. Jan'y Term, 1885.
vs.		Amicable Scire Facias sur Judgment.
Thomas Paulding		No. 40. Jan'y Term, 1884.
and Henry P. Jones, terre tenant.		

Now, December 28th, 1884, it is agreed that the Prothonotary of said Court enter an amicable *scire facias* upon the above judgment, with the same effect as if a *scire facias* to revive the same had been regularly issued, personally served on the defendant and *terre tenant*, and duly so returned, and that a judgment be entered thereon in favor of the plaintiff, and against the defendant and against the said *terre tenant* in respect of the lands bound by the original judgment, for the sum of four hundred dollars, being amount of debt and interest on the original judgment, and with costs.

Executed in presence of	}	ROBERT WALKER,
WILLIAM WOFFEN,		THOMAS PAULDING,
LORENZO LEWIS.		HENRY P. JONES.

(7.) *Agreement to Strike off Appeal and for Entry of Judgment.*

In the Court of Common Pleas of Blair County.

Hampton Howard	}	No. 100. March Term, 1885.
vs.		Appeal by Defendant from Judgment of John
Christ. Creasey.		O'Toole, Esq., Alderman.

Now, Feb'y 2, 1885, it is hereby agreed that the appeal in the above-stated case be stricken from the Record, and the Prothonotary of said Court is hereby authorized to enter judgment in favor of the plaintiff, and against the defendant, as of this date, for two hundred and forty dollars, with costs. The claim of the plaintiff being founded on (here give specific statement of cause of action).

Executed in presence of	}	HAMPTON HOWARD,
GEORGE BOWERS, JR.,		CHRIST. CREASEY.
H. C. PARSONS.		

(8.) *Amicable Scire Facias on Judgment on Award of Arbitrators  
Appealed from.*

In the Court of Common Pleas of Blair County.

Samuel Smith	}	No. 40. Jan'y Term, 1885.
vs.		See No. 240. October Term, 1884.
		Judgment against Defendant on Award of Arbitrators for \$700.
John Jones.		Entered November 30th, 1884. December 15th, 1884, Defendant appeals.

Now, March 20th, 1885, it is agreed that an amicable *scire facias* to revive the above-stated judgment be entered in said Court with the same effect as if a *scire facias* had been regularly issued, personally served on the defendant, and duly so returned, and that a judgment be entered thereon in favor of the plaintiff, and against the defendant, for seven hundred dollars, with costs.

Executed in presence of  
HENRY HAMMOND,  
JACOB JOHNSON.

SAMUEL SMITH,  
JOHN JONES.

### APPRENTICE.

AN APPRENTICE is a person bound by indentures to a tradesman or artificer who covenants to teach him his trade or mystery. Whr. Law Dict. The term during which he is to serve is called his apprenticeship, and in Pennsylvania cannot be made to continue longer, if a male, than his twenty-first year, and, generally, if a female, beyond her eighteenth year. The father of an infant cannot bind him as an apprentice without his consent, and it is necessary that an infant should become a party to and execute the indenture. *Com. v. Moore*, 1 Ash. 123. And an indenture of apprenticeship executed by an infant, without the consent of his parent or guardian, is not binding on the infant. *Guthrie v. Murphy*, 4 W. 80.

An indenture of apprenticeship which does not contain a covenant to give the apprentice a reasonable education is void. *Com. v. Perrott*, Bright. R. 189. Though an indenture may be valid without any covenant for schooling at all, if it should appear that the education of the apprentice had been sufficiently attended to before. *Com. v. Leeds*, 1 R. 191. See, also, Act 17 March, 1865.

A master cannot exact menial duties from one apprenticed to him to learn a trade; but he is not, however, liable to an indictment for every mistaken exercise of his authority. Unless there is bad faith on the master's part, the remedy is not the common law remedy by indictment, but under the Act of Sept. 29, 1770. *Com. v. Hampreley*, 10 P. L. p. 18.

As to Acts of Assembly touching this subject, see 12 Sept. 1770; 29 Sept. 1770; 11 April, 1799; 27 March, 1813; 23 March, 1826; 11 March, 1834; 13 June, 1836; 22 April, 1850; 4 May, 1855; 12 May, 1857; 22 April, 1858; 31 March, 1860; 28 April, 1876; 8 May, 1876; 25 May, 1878.

(1.) *Indenture of Apprenticeship, by a Father (or a Mother, being a Widow), for a Son.*

This indenture, made this tenth day of March, A. D. one thousand eight hundred and eighty-five, between Hamilton Hasson (or Mary Hasson, relict of the late Hamilton Hasson), of the city of Altoona, county of Blair and State of Pennsylvania, and William, his (or her) son, of the one part, and Harry C. Dern, of the said city of Altoona, of the other part, witnesseth: That the said William Hasson, now in the thirteenth year of his age, voluntarily and of his own free will and accord, and by and with the approbation and advice of his said father (or mother), testified by his (or her) becoming a party hereto, hath put and bound himself apprentice to the said Harry C. Dern to learn the art, trade, and mystery of a Printer, and as such apprentice to serve the said Harry C. Dern (if it be intended to continue the apprenticeship after the death of the master, or to authorize an assignment to another master, add: "his executors, administrators, or assigns") from the date of these presents until the first day of April, A. D. one thousand eight hundred and ninety-two, during all of which term the said apprentice his master faithfully, industriously, and honestly shall serve and obey in all things, as he is in duty bound to do.

And the said Harry C. Dern (here insert the word, "his executors, administrators, and assigns," if intended as above) shall use and employ the utmost of his endeavors to teach, or cause him the said apprentice to be taught or instructed in the art, trade, and mystery of a Printer, and that he will furnish and allow the said apprentice good and sufficient victuals and drink, clothing and lodging, and all other suitable things for an apprentice during said term, and will also allow the said apprentice to attend the public schools of the said city of Altoona for three months, at least in each and every year, until he shall have arrived at the age of eighteen years; and further, at the expiration of the said term of apprenticeship, shall and will give unto the said apprentice one good suit of apparel and one hundred dollars in cash.

In witness whereof, the said parties to these presents have hereunto set their hands and seals, the day and year first above written.

Signed, sealed, and delivered  
in presence of  
MATTHEW MARSDON,  
WILLIAM WIMPLER.

HAMILTON HASSON, [SEAL.]  
WILLIAM HASSON, [SEAL.]  
HARRY C. DERN. [SEAL.]

(2.) *Assignment of the above Indenture, Act 11 April, 1799.*

Know all men by these presents, that I, Harry C. Dern, the master of William Hasson, the apprentice in the within-named indenture mentioned, by and with the consent of the said Hamilton Hasson (or Mary Hasson), testified by his (or her) signing and sealing these presents, do hereby assign over the said William Hasson to Harry Slep, being a printer and publisher within the said city of Altoona.

Witness our hands and seals, this first day of June, A. D. one thousand eight hundred and eighty-five.

Executed in presence of	}	HARRY C. DERN,	[SEAL.]
JACOB SNYDER,		HAMILTON HASSON,	[SEAL.]
ROBT. JOHNSON.		WILLIAM HASSON.	[SEAL.]

Now, June 1st, 1885, I, for myself, my executors, and administrators, do hereby covenant, promise, and agree to perform all and singular the covenants within mentioned on the part of the said Harry C. Dern, to be kept and performed towards the said apprentice.

Witness my hand and seal.

Executed in presence of	}	HARRY SLEP.	[SEAL.]
JACOB SNYDER,			
ROBERT JOHNSON.			

Blair County, ss.

Personally appeared the above-named Hamilton Hasson (or Mary Hasson) and William Hasson before me, an Alderman in and for the said city of Altoona, being the place of residence of the said Harry C. Dern, and gave their assent to the foregoing assignment of the within Indenture.

Witness my hand and seal, this first day of June, A. D. 1885.

B. F. ROSE, [SEAL.]  
Alderman.

(3.) *Indenture of Apprenticeship, by a Mother, by virtue of Authority given her by Act 4 May, 1855.*

This indenture, made the tenth day of March, A. D. one thousand eight hundred and eighty-five, between Mary C. Page (wife of William Q. Page), of the city of Altoona, county of Blair and State

of Pennsylvania, and Ellen, her daughter, of the one part, and Missouri Manning, widow, of the said city of Altoona, of the other part :

Whereas, the said William Q. Page, by reason of his drunkenness (or profligacy or other cause, as may be), hath for some time past neglected and refused, and doth now neglect and refuse to provide for his child, the said Ellen, and whereas the above-named Mary C. Page, wife of the said William Q. Page, is desirous of availing herself of the provisions of the Act of Assembly, approved the 4th day of May, 1855, to the end that the said Ellen may be provided with a good home and a suitable trade: Now, this indenture witnesseth: That the said Ellen Page, now fifteen years of age, voluntarily and of her own free will and accord, and by and with the approbation and advice of her said mother, testified by her becoming a party hereto, hath put and bound herself apprentice to the said Missouri Manning to learn the art, trade, and mystery of Millinery and Dressmaking, and as such apprentice to serve the said Missouri Manning from the date of these presents for, and during, and until the full end and term of three years, during all of which time the said Ellen her mistress faithfully, industriously, and honestly shall serve and obey, and her interests in every respect shall earnestly endeavor to advance and protect so far as in her power lies.

And the said Missouri Manning hereby agrees to use and employ the utmost of her endeavors to teach, or have the said Ellen taught or instructed in the art, trade, or mystery of Millinery and Dressmaking; and that she will furnish and allow the said Ellen good and sufficient meat and drink, clothing, and lodging, and all other necessary and suitable things for a girl of her age; and will, besides as above provided, after the first eighteen months of service, pay unto the said Ellen the sum of ——— per month, during the remainder of her term as apprentice aforesaid.

In witness whereof, the said parties to these presents have hereunto set their hands and seals, the day and year aforesaid.

Executed in presence of	}	MARY C. PAGE,	[SEAL.]
THOS. SMITH,		ELLEN PAGE,	[SEAL.]
JOHN JONES.		MISSOURI MANNING.	[SEAL.]

(4.) *Indenture of Apprenticeship, by Overseer of the Poor, under Act 13 June, 1836.*

This indenture, made the first day of January, A. D. one thousand eight hundred and eighty-five, between Francis Foley and William

Wilson, Overseers of the Poor for the county of Snyder, State of Pennsylvania, of the one part, and F. J. Schoch, of the borough of Selinsgrove, county of Snyder aforesaid, of the other part, witnesseth: That the said Francis Foley and William Wilson, Overseers as aforesaid, by virtue of an Act of Assembly, approved the thirteenth day of June, A. D. 1836, and by and with the approbation and consent of George Eby and Henry Wertz, two of the Justices of the Peace in and for said county, have put and placed, and by these presents do put and place Charles Foulk, a poor child of Monroe Township, of said county, apprentice to the above-named F. J. Schoch, with him to dwell and serve, for and during and until the full end and term of eight years from the date hereof, during which term the said Charles Foulk his said master faithfully shall serve, in all lawful business, according to his power and ability, and honestly and properly conduct, and obediently demean and behave himself toward his said master.

And the said F. J. Schoch, for himself, his executors, and administrators, doth covenant and agree to and with the said Francis Foley and William Wilson, Overseers as aforesaid, and their successors, for the time being, and every of them, by these presents: That he, the said Charles Foulk, shall and will teach and instruct, or cause to be taught and instructed, in the art, trade, or mystery of a Miller; that he will furnish the said Charles good and sufficient victuals and drink, clothing, lodging, and all other suitable and necessary things for an apprentice, during said term, and will also allow the said Charles to attend, for at least three months during each year, upon the common or public schools of the said county, until he shall have arrived at the age of eighteen years; and further agrees, that the said Charles shall not become a charge upon the said township, nor the inhabitants thereof, during the said term, in any manner whatsoever, and that at the expiration of said term of apprenticeship he will give unto the said Charles two suits of clothing, and one hundred dollars in cash.

In witness whereof, the said parties to these presents have hereunto set their hands and seals, the day and year first above written.

Executed in presence of	}	FRANCIS FOLEY,	[SEAL.]
GEO. C. WIGENSELLER,		WILLIAM WILSON,	[SEAL.]
J. G. L. SHINDEL.		F. J. SCHOCH.	[SEAL.]

Now, Jan'y 1, 1885, we, being Justices of the Peace in and for the county of Snyder, do severally approve and consent to the execution of the above indenture of apprenticeship.

Witness our hands and seals.

GEORGE EBY, [SEAL.]  
HENRY WERTZ. [SEAL.]

(5.) *Indenture of Apprenticeship, by Directors of a Home for the Destitute, Act 8 May, 1876.*

This indenture, made the first day of April, A. D. one thousand eight hundred and eighty-five, between the Directors of a Home for the Destitute of the county of Blair, of the State of Pennsylvania, of the one part, and James Snyder, of the said county and State, of the other part, witnesseth: That the Directors aforesaid have put and placed, and by these presents do put and place Henry Hammers, a poor child of said county, of the age of fourteen years, apprentice to the above-named James Snyder, with him to dwell and serve, for the term of seven years, three months, and twenty-six days from the date hereof, at which time the said Henry Hammers will have arrived at the age of twenty-one years; during which term the said Henry his said master faithfully shall serve, in all lawful business, according to his power and ability, and honestly and properly conduct and obediently demean and behave himself toward his said master.

And the said James Snyder, for himself, his executors, and administrators, doth covenant and agree to and with the said Directors aforesaid, that he, the said Henry Hammers, shall and will teach and instruct, or cause to be taught or instructed, in the art, trade, or mystery of a Carpenter; that he will furnish the said Henry good and sufficient meat and drink, clothing, lodging, and all other suitable and necessary things for an apprentice during said term, and will also allow the said Henry to attend, for at least three months during each year, the common or public schools of the said county, until he shall have arrived at the age of eighteen years, and further agrees, that the said Henry shall not during the said term become a charge upon the said county of Blair, and that at the expiration of the said term of apprenticeship he will give unto the said Henry two new suits of apparel and one hundred dollars in cash.



In witness whereof, the said parties to these presents have hereunto set their hands and seals, the day and year aforesaid.

JOHN LONDON, President.

Attested :

(Seal of the Directors.)

D. S. BRUMBAUGH, Secretary.

Executed in presence of

JOHN HOLDEN,

WILLIAM WATTS.

}

JAMES SNYDER. [SEAL.]

(6.) *Petition of Executor, Administrator, or Guardian to bind a Minor Child as Apprentice, Act 27 March, 1813.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Henry Holt, executor of, &c., of William Cameron, late of the borough of Tyrone, in Blair County aforesaid, deceased (or administrator, &c., of William Cameron, &c., or guardian of the person and estate of Donald Cameron, a minor child of William Cameron, late of, &c.), respectfully represents: That the said William Cameron left to survive him one son, Donald Cameron, who is yet a minor of the age of about ten years; that the estate to which the said minor is entitled amounts to no more than three hundred dollars, being totally insufficient for his maintenance and education; that your petitioner believes it will be to the interest of said minor that he should be bound apprentice to a suitable trade, to husbandry or other employment.

He therefore prays the Court to order and direct the petitioner to bind said minor to such employment as shall be thought fit; and he will, &c.

HENRY HOLT.

Blair County, ss.

Henry Holt, above named, being duly sworn, says that the statements in the foregoing petition are true to the best of his knowledge and belief.

HENRY HOLT.

Subscribed and sworn to before me, this 10th day of February, A. D. 1885.

W. B. BLAKE,

Alderman.

(7.) *Order of Court upon above Petition.*

Now, February 12, 1885, the within petition read and considered, and it appearing that Samuel Hand is a person of good repute and of the same religious persuasion professed by the within-named

William Cameron at the time of his decease, and the said minor appearing in open Court and signifying and expressing his desire and inclination to be bound apprentice to the said Samuel Hand, the Court order and direct the binding and putting out of the said Donald Cameron as apprentice to the said Samuel Hand, to learn the art, trade, and mystery of a Marble Cutter.

(8.) *Petition of Executor or Administrator under Act of April 11th, 1799, to Assign Apprentice.*

To the Honorable the Judges of the Court of Quarter Sessions of Blair County.

The petition of Charles Chauncy, executor of the last will and testament of Robert Rank (or administrator, &c., of Robert Rank), late of the city of Altoona, in said Blair County, deceased, and Ephraim Cox, father of the hereinafter named John Cox, respectfully represents: That the said John Cox, in the lifetime of the said decedent, was bound by indenture as an apprentice to serve the said decedent, his executors, and administrators for the term of eight years from the first day of April, A. D. 1879, that being the day of the date of the indenture aforesaid, in the art, trade, and mystery of a Weaver, and that two years of the aforesaid term are yet unexpired.

That the executor (or administrator) aforesaid, with the consent of the said Ephraim Cox, being desirous to assign over the remainder of said term of apprenticeship to Harrison Holt, of the said city of Altoona, a suitable person of the same trade with that mentioned in the said indenture, pray the Court to approve of such assignment. And they will, &c.

CHARLES CHAUNCY,  
EPHRAIM COX.

Blair County, ss.

Before me, personally came the above-named Charles Chauncy and Ephraim Cox, who, being duly sworn, say that the statements set out in the foregoing petition are true to the best of their knowledge and belief; and the said Ephraim Cox further says, that he consents to the assignment in said petition mentioned.

CHARLES CHAUNCY,  
EPHRAIM COX.

Subscribed and sworn to before me, this first day of April, A. D. 1885.

JOHN O'TOOLE,  
Alderman.

## ARBITRATION AND AWARD.

AN ARBITRATION is the reference and submission of a matter in dispute, concerning property or a personal wrong, to the decision of one or more persons as arbitrators. The finding is called an award.

The methods mostly in use in Pennsylvania at this time are those made by mutual consent, in which the parties select the arbitrators, and bind themselves by bond to abide by the award; or those under the revised Act of June, 1836, which provides for either voluntary or compulsory arbitration.

The several Acts of Assembly touching upon the subject of Arbitration and Award are: Act 1705; 21 March, 1806; 20 March, 1810; 22 March, 1814; 26 March, 1814; 13 February, 1816; 16 June, 1836; 21 April, 1840; 20 March, 1845; 13 April, 1846; 24 February, 1847; 10 April, 1848; 14 April, 1848; 25 April, 1850; 3 May, 1852; 26 April, 1855; 1 May, 1861; 6 April, 1869; 20 January, 1870; 6 April, 1870; 25 March, 1873; 14 May, 1874; 22 March, 1877; 23 March, 1877; 15 May, 1879; 26 April, 1883.

### (1.) *Agreement in Open Court for a Rule to Refer, Act 1705, § 3.*

In the Court of Common Pleas of Blair County.

Henry Harrison	}	No. 900.
<i>vs.</i>		January Term, 1885.
William Wampler.		

And now, January 29th, 1885, the parties plaintiff and defendant above named (or the above-named plaintiff and defendant by their respective attorneys) consent to a rule of Court for referring the adjustment of all questions at issue between them to B. F. Rose, Charles J. Mann, and John A. Smith (or any two of them agreeing), mutually chosen by them as referees, in open Court, under Section 3d of Act of Assembly of 1705: The said referees to meet at the office of the said B. F. Rose, in the city of Altoona, county of Blair aforesaid, on Thursday, February 19th, 1885, at 10 o'clock A. M., and whose award, under their hands and seals (or the hands and seals of any two agreeing), shall be delivered to the party as in whose favor the same may be made within five days thereafter.

Executed in our presence,	}	HENRY HARRISON,
MARTIN BELL,		WILLIAM WAMPLER.
W. I. WOODCOCK.		

### (2.) *Award under the above Rule.*

Now, February 19th, 1885, we, the arbitrators or referees in the within rule named, having met at the time and place in said rule

mentioned, to wit: On this day, at the office of B. F. Rose, in the city of Altoona and county of Blair, and, after being severally sworn or affirmed, and having heard the proofs and allegations of the parties respectively, do award in favor of the plaintiff the sum of three hundred dollars (or as may be).

Witness our hands and seals, the day and year aforesaid.

B. F. ROSE,	[SEAL.]
CHARLES J. MANN,	[SEAL.]
JOHN A. SMITH.	[SEAL.]

(3.) *Agreement to Refer, Act 16 June, 1836.*

In the Court of Common Pleas of Blair County.

John Eno	} No. 480.
<i>vs.</i>	
Ferd. Ward.	} January Term, 1885.

Now, December 10, 1884, the parties to the above suit do hereby agree to submit all matters in controversy therein to the award of B. F. Rose, Charles J. Mann, and John A. Smith ("or any two of them agreeing"), and further agree that this submission to such award or umpirage be made a rule of said Court, agreeably to the provisions of the first Section of the Act of Assembly of June 16th, 1836. And further, that the said arbitrators shall meet at the office of the said B. F. Rose, in the city of Altoona, county of Blair aforesaid, on Wednesday, the seventh day of January, A. D. 1885, at 10 o'clock A. M., and that their award be made and set down in writing under their hands and seals ("or the hands and seals of any two of them"), ready to be delivered to the party as in whose favor such award may be made within five days thereafter.

Executed in presence of	}	JOHN ENO,
WILLIAM FORD,		FERD. WARD.
JOHN KELLY.		

(4.) *Affidavit to be Endorsed on above Agreement.*

Blair County, ss.

William Ford, being duly sworn (or affirmed), says that he saw John Eno and Ferd. Ward sign the within agreement of submission on the day the same bears date.

WILLIAM FORD.

Subscribed and sworn (or affirmed) to, this 11th day of December,  
A. D. 1884.

CHARLES GEESEY,

Prothonotary.

NOTE.—For Bond, see BONDS.

(5.) *Award of Arbitrators.*

And now, January 2d, 1885, in pursuance of the submission within mentioned, after due notice to the parties, and having met at the office of B. F. Rose, aforesaid, and after being first severally sworn or affirmed, we, the within-named arbitrators, have heard and duly considered the allegations and proofs of the parties submitted to us by them respectively, and do award that the plaintiff has no cause of action (or do award that there is due from the defendant to the plaintiff the sum of one thousand dollars).

Witness our hands and seals, the day and year aforesaid.

B. F. ROSE, [SEAL.]

CHARLES J. MANN, [SEAL.]

JOHN A. SMITH. [SEAL.]

(6.) *Agreement to Refer, Reserving Law; Act 16 June, 1836.*

In the Court of Common Pleas of Blair County.

Henry Holden } No. 500.  
vs. }  
Levi Storm. } January Term, 1885.

Now, December 10th, 1884, the parties to the above suit do hereby agree to submit all matters of fact in controversy therein to the award of B. F. Rose, Charles J. Mann, and John A. Smith (or adding, any two of them agreeing), reserving all matters of law arising thereupon for the decision of the said Court, the report of the said arbitrators setting forth the facts found by them to have the same effect as a special verdict, and that this submission shall be made a rule of said Court, agreeably to the provisions of third Section of the Act of Assembly of June 16th, 1836; and further, that the said arbitrators shall meet at the office of the said B. F. Rose, in the city of Altoona, county of Blair aforesaid, on Wednesday, the seventh day of January, A. D. 1885, at 10 o'clock A. M., and that their award be made and set down in writing, under their hands and seals (or the hands and seals of any two of them) ready

to be delivered to the party as in whose favor such award may be made within five days thereafter.

Executed in presence of	}	HENRY HOLDEN,
JOHN JOHNSON,		LEVI STORM.
ELI THOMPSON.		

NOTE.—For Bond, see BONDS.

(7.) *Award under above Agreement.*

And now, January 2, 1885, in pursuance of the within-mentioned submission, after due notice to the parties, and having met at the office of B. F. Rose at the time as fixed by the within agreement, and after being first severally sworn or affirmed, we, the within-named arbitrators, have heard and duly considered the allegations and proofs of the said parties submitted to us by them respectively, and do report and find the following facts, viz.: (here set out the facts). If the Court shall decide that the plaintiff is entitled to recover, upon these facts, then we do award, that there is due from the defendant to the plaintiff the sum of one thousand dollars; but should the Court decide that the plaintiff is not entitled to recover, then we do award that the plaintiff has no cause of action.

Witness our hands and seals, the day and year aforesaid.

B. F. ROSE,	[SEAL.]
CHARLES J. MANN,	[SEAL.]
JOHN A. SMITH.	[SEAL.]

(8.) *Agreement to Refer; Act 16 June, 1836, Section 6th.*

In the Court of Common Pleas of Blair County.

Thomas Thompson	}	No. 601.
vs.		January Term, 1885.
Samuel Sands.		

And now, January 15th, 1885, the parties to the above suit (or the Attorneys for the plaintiff and defendant above named respectively) agree that a rule be entered in the above Court, referring all matters in controversy in said suit to B. F. Rose, Charles J. Mann, and John A. Smith (or adding, or "any two of them agreeing"), agreeably to the provisions of the Sixth Section of the Act of Assembly of June 16th, 1836; the said arbitrators (or referees) to meet at the office of B. F. Rose, in the city of Altoona, county of Blair aforesaid, at 10 o'clock in the forenoon of Thursday the 31st inst., and

that their award be signed, sealed, and by them delivered to the party as in whose favor the same may be made within five days thereafter.

Executed in presence of  
J. H. HUDSON,  
THEO. H. WIGTON. }

THOMAS THOMPSON,  
SAMUEL SANDS,  
or  
STEVENS & PASCOE,  
Attys. for Plff.  
A. V. DIVELY,  
Atty. for Defnt.

(9.) *Award under above Agreement.*

Now, January 31st, 1884, in pursuance of the within-mentioned agreement, we, the undersigned arbitrators, having met at the time and place as fixed by the said agreement, and having been first severally sworn or affirmed, and having heard the proofs and allegations of the parties respectively, do award no cause of action (or do award in favor of the plaintiff five hundred dollars).

Witness our hands and seals, the day and year aforesaid.

B. F. ROSE, [SEAL.]  
CHARLES J. MANN, [SEAL.]  
JOHN A. SMITH. [SEAL.]

(10.) *Agreement for Choosing Arbitrators after Compulsory Rule of Reference is Entered.*

In the Court of Common Pleas of Blair County.

John Doe } No. 1001.  
vs. }  
Richard Roe. } June Term, 1884.

Now, September 1st, 1884, it is hereby agreed by and between the undersigned attorneys for the said plaintiff and defendant respectively, that the choosing of arbitrators at the time and place as fixed by the rule of reference entered in above case, to wit, September 5th, 1884, at 10 o'clock A. M. at the office of the Prothonotary of said Court, be and is hereby dispensed with, and it is agreed that all matters in controversy between the said plaintiff and defendant be submitted to John London, Charles J. Mann, and B. F. Rose, who shall meet at the office of the said B. F. Rose, in the city of Altoona, on Saturday, the twentieth day of (this) September, at 10

A. M. for the purposes of their appointment; we, the said attorneys, hereby waiving further issue or service of any rule; and the Prothonotary of said Court is authorized and instructed to enter the names of the said arbitrators of record, their appointment to have the same force and effect as if regularly chosen under said rule of reference.

Witness our hands, this the day and year above written.

NEFF & HICKS,

Attys. for Plff.

ALEXANDER & HERR,

Attys. for Dfnt.

(11.) *Entry or Endorsement of an Adjournment by the Arbitrators, where but one party to the suit attends.*

And now, ———, 18—, we, the undersigned and within-named arbitrators, having met at the time and place fixed by the annexed order or rule, and the defendant only attending, and proof having been made of notice to the plaintiff of the time and place of meeting as well as of his unavoidable absence by reason of (here give cause of absence), the hearing was adjourned to meet at the same place on the ——— day of ———, at — o'clock in the ——— noon.

A. B.

C. D.

E. F.

(12.) *Entry or Endorsement of an Adjournment for Cause.*

And now, ———, 18—, we, the undersigned and within-named arbitrators, having met at the time and place fixed by the annexed order or rule, and having been severally sworn or affirmed, application for a continuance was made by the plaintiff (or by John Jones, attorney for plaintiff, or as may be) upon the ground (here state the reasons), whereupon we adjourned to meet at the same place, on ———, at 10 o'clock A. M.

A. B.

C. D.

E. F.

(13.) *General Form of Award.*

And now, March 3d, 1885, we, the arbitrators, in the annexed order or rule named, being all present at the time and place in said



order or rule fixed (or John Jones and Peter Smith, two of the arbitrators in the annexed order or rule being present, and proof being made that due notice of the time and place of meeting was given to Ephraim Miller, the other arbitrator named who was absent, and Henry Johnson having been duly appointed to fill the vacancy), and all being first duly sworn (or affirmed), and having heard the proofs and allegations of the parties plaintiff and defendant, do award in favor of the said plaintiff the sum of \_\_\_\_\_ dollars (or "do award no cause of action," or as may be).

Witness our hands and seals, the day and year aforesaid.

JOHN JONES, [SEAL.]  
 PETER SMITH, [SEAL.]  
 HENRY JOHNSON. [SEAL.]

(14.) *Award in Account, Act 20 March, 1821.*

And now, February 10th, 1885, we, the arbitrators in the annexed order or rule named, being all present at the time and place in said order or rule fixed, and all being first duly sworn (or affirmed), and having heard the proofs and allegations of the parties, do report that we find a balance of six hundred dollars due from the defendant to the plaintiff, and hereto we annex a just account between the said parties, showing the above-mentioned balance of six hundred dollars to be true and correct.

Witness our hands, this the day and year aforesaid.

A. B.  
 C. D.  
 E. F.

**ASSIGNEE.**

AN ASSIGNEE is one to whom has been conveyed, by deed, the personal or real estate of another in trust for the benefit of the assignor's creditors.

By the laws of Pennsylvania no creditor may be preferred in the instrument creating the trust, though the principle is well settled, that, until the deed of assignment is executed and delivered, the assignor may prefer one creditor to another, and such preference is fraudulent neither in law nor in fact. *Uhler v. Maulfair*, 11 H. 484; *Mellon's Appeal*, 1 Gr. 214; *York County Bank v. Carter*, 2 Wr. 455; *Keen v. Kleckner*, 6 Ibid. 530. And in a contest between a deed of assignment and a judgment, where the latter was entered the same day the former was executed, but at a later hour, the Supreme Court in *Mechanic's Bank v. Gorman*, 8 W. & S. 308, gave precedence to the assignment, and passed the real estate free from the lien of the judgment; though in *Buchanan's Appeal*, 1 P. F. S. 438, the Supreme Court held,

that a judgment had precedence to a deed of assignment, there being no proof as to which was first.

While the assignor is held to have waived the provisions of the Act of Assembly of April 9th, 1849, exempting property from levy and sale to the extent of three hundred dollars, in case he neglects to claim the benefits of the Act in his deed of assignment (*Blackburn's Appeal*, 3 Wr. 166), yet by Act of May 4th, 1864, he may petition the Court to set aside for the use of himself and family, certain property to the value of three hundred dollars. Should the assignee set aside such property he may properly be charged with the amount.

It is indispensable to the effect of an assignment for the benefit of creditors as well as of other deeds, that it should be actually delivered or put in course of transmission, beyond the grantor's control, to the assignee; otherwise an execution will be preferred. *McKinney v. Roades*, 5 W. 343. The deposit of the deed in the post-office, directed to the assignee, who resided at some distance, was held to be sufficient as against an execution which was levied between the deposit in the office and the actual delivery to the assignee. *Ibid.* And an assignment for creditors, once accepted by the assignee, is vested for the benefit of creditors, and a subsequent renunciation does not affect the validity of the conveyance. *Klapp's Assignees v. Shirk*, 1 H. 592. Where the assignee named declines to accept the trust, and another is appointed in his stead, the thirty days allowed by law in which to record the deed, runs from its date, and not from the time of the appointment of the new assignee. *Johnson v. Herring*, 10 Wr. 420.

The deed of assignment must be recorded not only in the county where the assignor resides, but also in every county where his real estate is situated; and if not recorded in the county where the land is situated, it is void as against a subsequent purchaser from the assignee without notice, though it be recorded within the thirty days in the county in which the assignor resides. *Dougherty v. Darrah*, 3 H. 399.

Assignees, under a voluntary assignment for the benefit of creditors, are not liable to an action by a creditor for the amount due to him under the assignment before an account has been settled and decree made by the Court of Common Pleas. *Gray v. Bell*, 4 W. 410. And the rule is the same whether the action is for money had and received, or upon averment of misconduct and mismanagement on the part of the defendants. *Vanarsdale v. Richards*, 1 Wh. 402.

The wages of miners, mechanics, laborers, clerks, &c., are, in cases of assignments, preferred debts, to the extent of two hundred dollars, by Act of April 9th, 1872, and have preference to mortgages and other liens, entered subsequent to the performance of such labor; and by Act of 20 April, 1876, no voluntary assignment for the benefit of creditors shall operate so as to hinder, delay, or prevent, for a longer period than thirty days, from the time of such assignment, the collection or enforcement of any claim for labor.

In the distribution of the proceeds of an assigned estate, a claim secured by judgment or mortgage on real estate assigned is yet entitled to a dividend on the whole amount out of the proceeds of the personal property. *Shunk's Appeal*, 2 Barr, 309, and where the real estate assigned has been sold, and the judgment has been partly paid out of the proceeds, it is still entitled to share pro rata upon its original amount out of the proceeds of the personal property. *Morris v. Olevine*, 10 H. 443; *Miller's Appeal*, 11 C. 483.

After a lapse of twenty years, the law will presume that an assignee has settled an account, and disposed of the assets in the manner prescribed by law; which pre-

sumption to be defeated, must be rebutted by actual proof. *Ingraham v. Cox*, 1 Par. 70; *Wilkinson's Estate*, Ibid. 171; *Drysdale's Appeal*, 2 H. 531.

For Acts of Assembly bearing on subject of Assignee: See Act 24 March, 1818; 13 June, 1836; 14 June, 1836; 13 June, 1840; 21 January, 1843; 17 April, 1843; 14 March, 1849; 16 April, 1849; 14 March, 1850; 16 April, 1850; 6 May, 1850; 22 April, 1854; 6 May, 1854; 3 May, 1855; 16 May, 1857; 1 May, 1861; 4 April, 1862; 17 February, 1876; 20 April, 1876; 10 June, 1881; 4 June, 1883.

(For Form of Deed to Assignee, see DEEDS.)

(1.) *Petition of Assignee for Appointment of Appraisers.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The petition of Richard Roe respectfully represents: That, on the twentieth day of October, A. D. 1884, John Doe, of the city of Altoona, county aforesaid, and Mary his wife, executed a voluntary deed of assignment to the petitioner of all the real and personal estate of the said John Doe in trust for the benefit of his creditors; reserving and excepting, however, from the operation of said deed of assignment property to the value of three hundred dollars in accordance with the provisions of the Act of Assembly of April 9th, 1849.

The petitioner, therefore, prays the Court to appoint two disinterested and competent persons to appraise as well the estate and effects so assigned, as such property as the said John Doe may elect to retain, to the value of three hundred dollars. And he will, &c.

RICHARD ROE.

Blair County, ss.

Personally appeared the above-named Richard Roe before me, an Alderman in and for the city of Altoona, county aforesaid, who, being by me duly sworn, says that the facts set forth in the above petition are true, as he verily believes.

RICHARD ROE.

Subscribed and sworn to before me, this 25th day of October, A. D. 1884.

B. F. ROSE,

Alderman.

(2.) *Oath of Appraisers.*

State of Pennsylvania, }  
County of Blair, } ss.

Personally appeared before me, an Alderman in and for the city of Altoona, county aforesaid, John London and E. M. Jones, who,

being duly sworn according to law, say, that as appraisers of the estate and effects assigned by John Doe and Mary his wife to Richard Roe, in trust for the benefit of the creditors of the said John Doe, as well as of such property as the said John Doe may elect to retain by virtue of the provisions of Act of Assembly of 9th of April, 1849, they will discharge their duties with fidelity.

JOHN LONDON,  
E. M. JONES.

Subscribed and sworn to, this 27th day of October, A. D. 1884.

B. F. ROSE,  
Alderman.

(3.) *Inventory and Appraisement.*

Inventory and appraisement of the estate and effects of John Doe, assigned to Richard Roe, in trust for the benefit of the creditors of the said John Doe.

1 Horse . . . . .	\$100 00
1 Wagon \$50, and set of harness \$10 . . . . .	60 00
Promissory note of Levi Stahl, due 3/6, '85 . . . . .	250 00
Due-bill of Ephraim Fox . . . . .	100 00
Book accounts . . . . .	980 00
Remnants of stock of grocery store . . . . .	380 00
Fixtures in store-room—counters, shelving, &c. . . . .	100 00
Lot of ground, cor. Ninetieth St. and Eightieth Ave. . . . .	2000 00
	<hr/>
	\$3970 00
	<hr/>

Appraised by us, this 28th day of October, 1884.

JOHN LONDON,  
E. M. JONES.

Blair County, ss.

Personally appeared before me Richard Roe, assignee of John Doe and Mary his wife, for the benefit of the creditors of the said John Doe, who, being duly sworn, doth depose and say, that the foregoing is a full and complete inventory of the estate and effects assigned to him by the above-named parties for the purposes aforesaid, so far as the same have come to his knowledge.

RICHARD ROE.

Subscribed and sworn to, this 28th day of October, 1884.

B. F. ROSE,  
Alderman.

(For Form of Bond of Assignee, see BONDS.)

(4.) *Inventory and Appraisement of Property Retained by the Assignor.*

Inventory and appraisement of property elected to be retained by John Doe, by virtue of reservation contained in the deed of assignment to Richard Roe, by John Doe and Mary his wife, in trust for the benefit of the creditors of the said John Doe.

1 Chamber suit . . . . .	\$30 00
3 Carpets . . . . .	60 00
2 Stoves . . . . .	20 00
Kitchen furniture . . . . .	15 00
1 Doz. chairs . . . . .	9 00
2 Tables . . . . .	10 00
Lot bedding . . . . .	25 00
1 Lounge and 3 chairs . . . . .	21 00
Bedstead and bedding . . . . .	10 00
1 Horse . . . . .	100 00
	<hr/>
	\$300 00
	<hr/>

Appraised by us, this 28th day of October, 1884.

JOHN LONDON,  
E. M. JONES.

NOTE.—It is advisable to attach this paper to the general inventory and appraisement, and file the whole in the Prothonotary's Office.

(5.) *Assignee's Notice.*

Notice is hereby given, that John Doe, of the city of Altoona, county of Blair, and State of Pennsylvania, and Mary his wife, by deed of voluntary assignment of this date, have assigned to Richard Roe, of said city of Altoona, in trust for the benefit of the creditors of the said John Doe, all the estate, real and personal, of the said John Doe. All persons indebted to the said John Doe will make immediate payment to the said Assignee, and those having claims or demands will present the same without delay.

RICHARD ROE,

October 20th, 1884.

Assignee of JOHN DOE.

(6.) *Petition of Assignor to have Property to the Value of Three Hundred Dollars set aside for his Use, Act May 4, 1864.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The petition of John Doe, of said county, respectfully represents: That, by deed of voluntary assignment, executed the twentieth day of October, A. D. one thousand eight hundred and eighty-four, he assigned all his estate, real and personal, to Richard Roe, in trust for the benefit of his creditors, neglecting in said deed of assignment to reserve to himself such property as by Act of Assembly of April 9th, 1849, he is entitled; and that an inventory and appraisement of all the property so assigned have been filed of record.

The petitioner, therefore, prays the Court to have set aside for the use of himself and family, out of the assigned estate, the following articles of household furniture (or things of domestic use), viz. (here name the articles): which in value amount to three hundred dollars, as shown by the inventory and appraisement filed in the office of the Prothonotary of said Court. And he will, &c.

JOHN DOE.

Blair County, ss.

Personally appeared the above-named John Doe before me, a Justice of the Peace in and for said county, who, being duly sworn according to law, says, that the statements contained in the above petitioner are true, as he verily believes.

JOHN DOE.

Subscribed and sworn to, this 10th day of November, A. D. 1884.

C. BLYTHE JONES,

Justice of the Peace.

(7.) *Petition for Order to Sell Real Estate, Act February 17, 1876.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The petition of Richard Roe respectfully represents: That, by deed of voluntary assignment, executed the twentieth day of October, A. D. 1884, John Doe, of the city of Altoona, and county of Blair aforesaid, and Mary his wife, conveyed to the petitioner all the estate, real and personal, of the said John Doe, in trust for the benefit of his creditors.

That the personal estate of the said John Doe is insufficient for the payment of his debts, as appears by an inventory and appraise-

ment of such personal estate exhibited in the office of the Prothonotary of this Court, and by the certificate of such officer hereto attached, as also by a schedule of the debts of the said John Doe herein set forth, so far as the same have come to the petitioner's knowledge.

That the real estate so assigned consists of, &c. (here give location and description of the same), and the said real estate is encumbered with liens to such an extent as to render it difficult to determine whether the same can be sold for enough to pay all the liens against the same; a certified list of which liens is hereto attached.

That notice of the intention of the petitioner to apply to this Honorable Court for an order to sell the above-described real estate so assigned has been duly given the several lien creditors or their attorneys, evidenced by an acceptance of the service of such notice, which is to this petition attached, by H. M. Baldrige, A. A. Stevens, Martin Bell, and S. S. Blair, Esqs., attorneys, respectively, for P. V. Moore, Simpson & Company, Graffins & Cooper, and Alexander Croff; and, as to the other lien creditors, by the affidavit of the petitioner, also hereto attached, who served such notice upon the same.

That the bond of the Assignee, in compliance with the Act of Assembly of June fourth, 1883, has been approved and filed.

The petitioner, therefore, prays the Court to grant an order authorizing and empowering him to make sale of such real estate at such place and upon such terms as the Court shall direct, and in accordance with the provisions of the Act of Assembly of February seventeenth, 1876; and he will, &c.

RICHARD ROE.

Blair County, ss.

Richard Roe, Assignee above named, being duly sworn, says, that the facts set forth in the above petition are true, and that the statements of the personal and real estate assigned to him, as also the debts of the said assignor as shown above, are respectively correct.

RICHARD ROE.

Subscribed and sworn to, this 20th day of December, 1884.

CHARLES GEESEY,  
Prothonotary.

NOTE.—To the above petition should be attached the Prothonotary's certificate as to the amount or value of personal property assigned, as per inventory and appraisement on file in his office; a list of assignor's debts; a certified list of the

liens against the assignor's real estate, and a copy of the notice of the intended application to sell the real estate assigned, with affidavit of service thereof upon the lien creditors, or an acceptance of service by the respective parties or their attorneys endorsed thereon.

(8.) *Decree of Court on Foregoing Petition.*

And now, December 20th, 1884, within petition read and considered, and the Court deeming it for the manifest interest of all parties, authorizes and empowers the within-named assignee to make public sale upon the premises of the within-described real estate, upon the following terms, to wit: One-third of the purchase-money to be paid in cash; balance in two equal payments at six and twelve months, respectively, with interest; to be secured by bond and mortgage of the purchaser.

Due notice of the said sale to be given according to the provisions of the Act of Assembly relating to assignments, approved the seventeenth day of February, A. D. 1876. BY THE COURT.

(9.) *Order of Sale.*

Blair County, ss.

At a Court of Common Pleas held and kept at Holli-  
[SEAL.] daysburg, for said county, on the twentieth day of December, A. D. 1884, before the Honorable John Dean, President Judge of said Court, and his Associates: It is ordered by said Court that Richard Roe, Assignee of John Doe, of the city of Altoona, county of Blair aforesaid, and Mary his wife, do expose at public sale upon the premises the following described real estate of the said John Doe, conveyed to the said Richard Roe in trust for the benefit of the creditors of the said John Doe, to wit: (here give description of premises), with the appurtenances, in accordance with the petition of the said Richard Roe, and the decree of the said Court made thereon, December 20th, 1884, upon the following terms, to wit: One-third of the purchase-money to be paid in cash; balance in two equal payments at six and twelve months, respectively, with interest; to be secured by bond and mortgage of the purchaser.

Due notice of said sale to be given according to the provisions of the Act of Assembly relating to assignments, approved the seventeenth day of February, A. D. 1876.

BY THE COURT.

CHARLES GEESEY,  
Prothonotary.



(10.) *Return to Order of Sale.*

In the Court of Common Pleas of Blair County.

In the matter of the assigned estate of John Doe, of the city of Altoona, county of Blair aforesaid.

To the Honorable the Judges of the within-named Court:

I, Richard Roe, Assignee of John Doe, above named, and Mary his wife, in trust for the benefit of the creditors of the said John Doe, do respectfully report and return: That, having given due public notice of the time and place of sale, in accordance with the provisions of the Act of Assembly of February 17th, 1876, relative to assignments, I did, on the thirty-first day of January last, expose the within-mentioned real estate to sale by public outcry, and sold the same to Thomas Stiles, of the said city of Altoona, for the sum of eighteen hundred and fifty dollars, he being the best bidder, and that the highest price bidden for the same: Which said sale I pray may be confirmed by the Court to the said Thomas Stiles with the real estate so sold discharged from all liens, as provided by the 1st Section of Act of Assembly of February 17th, 1876. (Or, if there are no buyers, after the words "sale by public outcry," say, *and that the same remains unsold for want of buyers*; or, if there is a failure on part of purchaser, after the words "sale by public outcry," say, *and the same was struck down to Thomas Stiles, of the said city of Altoona, at his bid, for the sum of eighteen hundred and fifty dollars, but the said Thomas Stiles having failed to comply with the conditions of sale, I return said real estate unsold for want of buyers.*)

RICHARD ROE,

Assignee of

February 10, 1885.

JOHN DOE and MARY DOE.

(For Form of Deed of Assignee, see DEEDS.)

(11.) *Agreement of Lien Creditors to release Real Estate, and permit Assignee to sell the same.*

This agreement, made the second day of November, A. D. one thousand eight hundred and eighty-four, between Richard Roe Assignee of John Doe, of the city of Altoona, county of Blair and State of Pennsylvania, and Mary his wife, in trust for the benefit of the creditors of the said John Doe, of the one part, and Samuel

Heilman, Ephraim Williams, John Holder, and Martin Mantonett, judgment and lien creditors of the said John Doe, of the other part.

Whereas, the real estate of the above-named John Doe, assigned to the said Richard Roe for the purposes aforesaid, is insufficient to pay and satisfy all the liens against the same:

And whereas we are of the opinion that it will be to our mutual advantage to allow the said Assignee rather than the Sheriff to sell the real estate so assigned:

And whereas the said Assignee has agreed to proceed and sell the said real estate upon our releasing our respective liens against the same.

Now this indenture witnesseth: That for and in consideration of the premises, we, the said Samuel Heilman, Ephraim Williams, John Holder, and Martin Mantonett, judgment creditors aforesaid, do hereby severally covenant, promise, and agree to and with the said Richard Roe, Assignee as aforesaid, that we will, immediately upon his making a contract of sale of the real estate so assigned as aforesaid, or so soon thereafter as required, release and discharge, or cause to be released and discharged the said real estate of and from the liens of our respective judgments, to the end that the said Assignee may be enabled to make a conveyance of the same clear of all incumbrances.

And further it is agreed that the money arising from said sale, after defraying all proper costs and expenses of the same, shall be divided among the said several judgment creditors according to the priority of their respective liens, so far as the said fund may extend.

In witness whereof, we have hereunto set our hands and seals, the day and year first above written.

Signed, sealed, and	}	RICHARD ROE,	[SEAL.]
delivered in pre-		SAMUEL HEILMAN,	[SEAL.]
sence of		EPHRAIM WILLIAMS,	[SEAL.]
HENRY WILLIS,		JOHN HOLDER,	[SEAL.]
WILLIAM THOMPSON.		MARTIN MANTONETT.	[SEAL.]

(12.) *Petition for Rule to show cause why Possession of Real Estate Sold should not be Surrendered, Act 17 February, 1876.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The petition of Thomas Stiles respectfully represents: That on the thirty-first day of January last he became the purchaser, at

public sale, of all that certain, &c. (here describe the premises), from Richard Roe, Assignee of John Doe, of the city of Altoona, county of Blair aforesaid, and Mary his wife, in trust for the benefit of the creditors of the said John Doe, for the sum of eighteen hundred and fifty dollars, which said real estate was sold in pursuance of an order made by this Honorable Court on the twentieth day of December, 1884.

That the terms of the sale have been fully complied with by the petitioner, and a deed has been executed and delivered to him by the said Assignee.

That the above-named John Doe, Assignor as aforesaid, is now in possession of said premises, and has so been in possession of the same since before the sale aforesaid, and refuses to deliver possession of the same to the petitioner.

The petitioner, therefore, prays the Court to grant a rule to show cause why possession of the said premises should not be surrendered to him. And he will, &c.

THOMAS STILES.

Blair County, ss.

Personally appeared before me, a Notary Public in and for the county aforesaid, the above-named Thomas Stiles, who, being by me duly sworn, says that the statements in the above petition set forth are correct and true, as he verily believes.

THOMAS STILES.

Subscribed and sworn to before me, this 10th day of February, 1885.

W. D. COUCH,  
Notary Public.

(13.) *Order of Court on Foregoing Petition.*

And now, February 10th, 1885, within petition read and considered, and a Rule is hereby granted on the within-named John Doe to show cause why possession of the within described real estate should not be surrendered to the petitioner, Returnable on the 21st inst.; notice of the filing of within petition and a copy of this order to be served upon the said John Doe ten days before the return day hereof.

BY THE COURT.

(14.) *The Final Account of Richard Roe, Assignee of John Doe, of the City of Altoona, County of Blair and State of Pennsylvania, and Mary his Wife, in Trust for the Benefit of the Creditors of the said John Doe.*

The Accountant charges himself as follows, viz.:—

To amount of inventory of personal property		
filed in office of Prothonotary	.	\$1970 00
To rent received from real estate	.	50 00
To appraised value of real estate	.	2000 00
		<hr/>
		\$4020 00
		<hr/>

The Accountant claims credit as follows, viz.:—

By cash paid Prothonotary	.	\$3 50
" " " filing this account	.	10 00
" " for recording deed of assignment	.	2 50
" " Dern & Pitcaern, advt.	.	3 00
" " " " posters	.	2 00
" " Times Pub. Company, limited, advt.	.	3 00
" " B. F. Rose	.	50
" " Auctioneer	.	5 00
" " D. J. Neff, counsel fee	.	100 00
By difference in appraised value of personal property and amount realized	.	75 00
By difference in appraised value of real estate and amount realized	.	150 00
By Accountant's compensation	.	150 00
Balance due the estate	.	3515 50
		<hr/>
		\$4020 00
		<hr/>

Blair County, ss.

Before me, an Alderman in and for the city of Altoona, county of Blair, personally came Richard Roe, Assignee above-named, who, being duly sworn according to law, says, that the foregoing is a just and true account of the administration of the property and estate assigned to him by John Doe in trust for the benefit of his creditors.

RICHARD ROE.

Subscribed and sworn to before me, this 2d day of March, A. D. 1885.

B. F. ROSE,  
Alderman.

(15.) *Petition for Removal of Assignee for Mismanagement and Insolvency, and to have another appointed in his stead.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The petition of Adam Burk, creditor of John Doe, of the city of Altoona, county of Blair, respectfully sheweth :

That the said John Doe, and Mary his wife, by an instrument bearing date the twentieth day of October, A. D. 1884, made an assignment of all the estate, real and personal, of the said John Doe, to one Richard Roe, of the city aforesaid, in trust for the benefit of his creditors, in the manner therein particularly specified, as by the said assignment; reference being thereunto had, will more fully appear. And your petitioner further represents that the said Richard Roe is in failing and insolvent circumstances, is wasting and mismanaging the estate committed to his care, and is neglecting to perform the duties of the trust reposed in him. Your petitioner therefore prays that a citation may issue to the said Richard Roe directed, returnable before your Honors, at such a time as may appear proper and just, and that at the return thereof the said Richard Roe shall show cause, if any he has, why he should not be dismissed from his said trust, and another appointed in his stead; and that all books, papers, moneys, and estate which shall appear to be in the hands of said Richard Roe, be delivered and assigned to such person or persons as shall be so appointed.

And your petitioner further prays that the said Richard Roe may be by you commanded to be and appear, at such time as to you shall seem meet, to settle his account, exhibiting a statement of the amount of the estate aforesaid to him assigned, and the manner in which he has disposed of the same. And he will, &c.

(16.) *Petition for Appointment of Assignee where Appointee has not acted or is deceased.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The petition of Adam Burke respectfully represents :

That John Doe, of the city of Altoona, county aforesaid, and Mary his wife, on the twentieth day of October, A. D. 1884, executed an assignment of his property, real and personal, to Richard Roe in trust for his creditors; that the said Richard Roe

has not acted under the said assignment, and now resides in the city of New York, and out of the jurisdiction of this Court (or, "that the said Richard Roe, Assignee, is deceased," or as may be). Your petitioner therefore, showing that he is a creditor of said estate, prays that the Court will be pleased to issue a citation to the said Richard Roe directed, returnable at such time as the Court may appoint, to show cause why he should not be dismissed from the said trust, and another appointed in his stead. And he will, &c.

(17.) *Petition to compel Assignee to present his Account to Court.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The petition of Adam Burke respectfully represents:

That more than a year since, to wit, on the twentieth day of October, A. D. 1884, John Doe, of the city of Altoona, in said county of Blair, and Mary his wife, made and executed a voluntary assignment of certain real and personal estate therein mentioned, to Richard Roe in trust for the benefit of the creditors of the said John Doe. That the said Assignee accepted the said assignment, and in the execution of the said trust has received sundry sums of money and other property, but has never filed his account as Assignee as aforesaid: That your petitioner, at the time said assignment was executed, was, and still is a creditor of the said John Doe. He therefore prays that a citation may be issued to the said Assignee, commanding him to appear at a time to be appointed by the Court, and to exhibit under oath a statement or account of the amount of the estate assigned to him, and the manner in which he has disposed of the same, according to the Act of Assembly in such case made and provided. And he will, &c.

(18.) *Petition for Appointment of Auditor.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The petition of Adam Burke, one of the creditors of John Doe, respectfully represents:

That Richard Roe, Assignee of John Doe, and Mary his wife, under a voluntary assignment, dated the twentieth day of October, A. D. 1884, has filed his account of the estate of the said John Doe in the office of the Prothonotary of this Court. Your petitioner

therefore prays that the Court may appoint an auditor to audit the said account, &c. And he will, &c.

(19.) *Petition for Rule to show Cause why an Attachment or Sequestration should not issue for not delivering Papers, Moneys, &c.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The petition of Aaron Buck respectfully represents:

That, on the twentieth day of October, A. D. 1884, Richard Roe, Assignee under voluntary assignment of a certain John Doe, of, &c., and Mary his wife, for the benefit of the creditors of said John Doe, was, by this Honorable Court, dismissed from the trust by said assignment created, and your petitioner appointed Assignee in his stead. And that the said Court further ordered and directed, that the said Richard Roe should forthwith deliver to your petitioner all books, papers, moneys, or estate of the said John Doe into his hands. And your petitioner further respectfully represents, that, although requested by him to comply with the aforesaid order and direction, the said dismissed Assignee has not complied therewith, but has made default, inasmuch as he has not delivered and assigned over to your petitioner all or any of the estate of the said John Doe, which came into his hands as Assignee aforesaid.

Whereupon your petitioner prays this Honorable Court to grant a rule upon the said Richard Roe to show cause why the aforesaid order should not be carried into effect by attachment against the bodies or sequestration of the lands or goods of the said Richard Roe, agreeably to the provisions of the Act of Assembly in such case made and provided.

(20.) *Petition to Dismiss where Assignee is Lunatic, &c.,  
Act June 14, 1836.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The petition of Aaron Buck respectfully represents:

That John Doe and Mary his wife did, on the twentieth day of October, A. D. 1884, make an assignment of all their estate, real and personal, for the benefit of the creditors of the said John Doe, to Richard Roe, who assumed the duties of said trust; that the said Richard Roe, by an inquisition under the authority of this Court, was, on the first day of November last, duly declared to be a lunatic

(or as may be). The petitioner therefore, showing that he is a creditor of the said John Doe (or as may be) and interested in said trust, prays the Court on due proof to dismiss said Richard Roe. And he will, &c.

NOTE.—Append affidavit of truth of petition.

(21.) *Petition of Assignee to be Discharged.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The petition of Richard Roe respectfully represents:

That John Doe and Mary his wife did, on the twentieth day of October, A. D. 1884, make an assignment of all their estate, real and personal, in trust for the benefit of the creditors of the said John Doe to the petitioner: that the petitioner assumed said trust, executīng a bond to the Commonwealth as provided by law; that in the execution of the trust aforesaid he has (here set forth in short form what has been done by Assignee in the matter), and that the accounts of the said Assignee have, so far as he has proceeded in the execution of said trust, been duly settled and confirmed, and that there yet remains in his hands a balance of ——— dollars (or as may be). The petitioner further represents that he is about removing from the State of Pennsylvania (or as may be), and that he is desirous of being discharged from the said trust, upon surrendering the trust estate remaining in his hands to such other assignee as may be appointed to receive the same, and shall have performed such other matters as may be required in the premises. And he will, &c.

NOTE.—Append affidavit of truth of petition.

**ASSIGNMENT.**

AN ASSIGNMENT is a transfer or making over in writing the right, title, or interest which one person has in any particular thing to another, and by which the assignor parts with and the assignee takes the whole that is assigned.

By Act of Assembly (see BONDS), all bonds, specialties, and notes in writing, payable to any person, his order, or assigns, may be assigned, endorsed, or transferred under seal, executed in the presence of two witnesses, from one person to another *ad infinitum*, and by which assignment the assignee is enabled to sue and recover in his own name. Each assignee, however, takes it at his own risk, unless protected



by a special contract to the contrary, or in case of fraud, or false representations on the part of the obligor before the assignment. All equitable assignments are protected by our Courts, but the assignee of a simple contract debt cannot sue in his own name; but he may use the name of the legal party for that purpose, and continue to use it though such legal party die pending the suit. In equitable assignments there is no formality required; the intention of the parties to pass a right from one to another may be indicated by any terms, whether verbal or written, and every cause of action, whether arising *ex delicto* or *ex contractu*, is the subject of such assignment.

(1.) *Assignment of a Judgment.*

In the Court of Common Pleas of Blair County.

Walter Williams	}	No. 600. October Term, 1880.	
vs.		Debt (Judgment)	. . . . . \$900 00
Valentine Vox.		Int. Nov. 7th, 1880	. . . . .

For value received, I do hereby assign, transfer, and set over unto James Jackson all my right, title, and interest in and to the above-stated judgment, and guarantee the payment thereof (or, "without recourse").

Witness my hand and seal, the second day of August, A. D. 1884.

Executed and delivered	}	WALTER WILLIAMS. [SEAL.]
in presence of		
J. HORACE SMITH,		
FRED. JEAKEL.		

(2.) *Assignment of a Judgment; another form.*

In the Court of Common Pleas of Blair County.

L. N. Mason	}	No. 40. June Term, 1884.	
vs.		Debt (Judgment)	. . . . . \$700 00
E. V. Ramsey.		Int. April 20, 1884	. . . . .

Know all men by these presents, that I, L. N. Mason, plaintiff above, in consideration of the sum of eight hundred dollars, to me in hand paid by Samuel Spotts, of the borough of Tyrone, county of Blair aforesaid, have granted, bargained, sold, assigned, transferred, and set over unto the said Samuel Spotts, his executors, administrators, and assigns, the above-stated judgment, with all my right, title, and interest therein, and all the benefit and advantage that may be obtained thereby; granting, hereby, the said Samuel Spotts, his executors, administrators, and assigns, full power to recover the same to the use of them respectively, the loss, if any, and the recovery thereof to be wholly at the risk of the said Samuel

Spotts (or, "hereby guaranteeing the payment thereof upon failure to recover from the said E. V. Ramsey").

Witness my hand and seal, this the second day of May, A. D. 1884.

Signed, sealed, and delivered	}	L. N. MASON. [SEAL.]
in presence of		
S. M. WOODCOCK,		
H. O. KLINE.		

(3.) *Assignment of a Claim or Debt.*

Know all men by these presents, that I, John Jerome, of the city of Altoona, county of Blair, and State of Pennsylvania, for value received (or, "in consideration of the sum of ——— dollars"), have bargained, sold, assigned, transferred, and set over unto William Roberts, of the same place, all that debt of ——— dollars, now due and owing to me by Henry Brown, of Logan Township, said county of Blair, for goods and merchandise sold and delivered by me to the said Henry Brown, at his instance and request (or as may be), an itemized and probated statement, or account of which debt or claim is hereunto attached, and all my right, title, interest, and demand of, in, and to the said debt or claim, and to each and every part thereof, to the only proper use and behoof of the said William Roberts, his executors, administrators, and assigns: Covenanting that the said sum of ——— dollars is justly owing and due to me, without counter-claim, cross-demand, or set-off against the same whatsoever.

Witness my hand and seal, the ——— day of ——— A. D. 18—.

Signed, sealed, and delivered	}	JOHN JEROME. [SEAL.]
in presence of		
HENRY CRYDER,		
SAML. SOUNDS.		

(4.) *Another form of an Assignment of a Claim or Debt.*

For value received, I hereby sell, assign, transfer, and set over to Robert Hollis the annexed account against Richard Grant, and all my right, title, interest, and demand in and to the same, with full authority to collect, receive, and receipt for the same; guaranteeing that the account is just and true as stated, and that no part thereof has ever been received or discharged by me.

Witness my hand and seal, this second day of January, A. D. 1885.

Executed in presence of	}	JOHN JEFFERSON. [SEAL.]
WILLIAM WILLIS,		
WILLIS WILLIAMS.		

(5.) *Short form of Assignment of a Bond, to be endorsed on the Instrument.*

For value received, I do hereby assign, transfer, and set over the within obligation, with all my right, title, interest, and demand therein, unto Henry Hancock, his executors, administrators, or assigns; the losses, if any, and the recovery thereof, to be wholly at the risk of the said Henry Hancock (or, "hereby guaranteeing the payment thereof in case default be made in the payment thereof by the within-named obligor").

Witness my hand and seal, this ——— day of ———, 18—.

Signed, sealed, and delivered  
in presence of

D. J. NEFF,  
J. D. HICKS.

WILLIAM THOMPSON. [SEAL.]

(6.) *Another form of Assignment of a Bond, to be endorsed on the Instrument.*

Know all men by these presents, that I, Harvey Tompkins, of the borough of Hollidaysburg, county of Blair, and State of Pennsylvania, for and in consideration of the sum of one thousand dollars to me in hand paid at and before the execution hereof, the receipt whereof I do hereby acknowledge, have granted, bargained, assigned, transferred, and set over unto Martin Moses, his executors, administrators, or assigns, all my right, title, interest, and demand in and to the within obligation, with full power to recover the same to his own and their own use; promising and agreeing to pay the amount thereof, together with all costs and charges thereupon accruing, in case the said Martin Moses fails to recover the same from the said obligor (or, "I not holding myself responsible for the recovery or payment of the same, but the losses, if any, and the recovery thereof, to be wholly at the risk of the said Martin Moses, his executors, administrators, or assigns").

Witness my hand and seal, this 10th day of March, A. D. 1885.

Signed, sealed, and delivered  
in presence of

H. M. BALDRIDGE,  
SAML. CALVIN.

HARVEY TOMPKINS. [SEAL.]

(7.) *Assignment of a Bond by a writing separate and apart from the Obligation.*

Whereas, John Jones, of the city of Altoona, county of Blair, and State of Pennsylvania, made and executed his bond or obligation for the sum of three thousand dollars, bearing date the first day of April, A. D. 1883, wherein and whereby he promised to pay the said sum of three thousand dollars, with its interest, three years from the date aforesaid, unto Edwin Harris, of the said city of Altoona: Now know all men by these presents, that I, Edwin Harris aforesaid, for value received (or, "for and in consideration of the sum of three thousand two hundred dollars, to me in hand paid at and before the execution hereof, the receipt whereof I do hereby acknowledge"), have granted, bargained, assigned, transferred, and set over unto Alexander Foley, of the borough of Tyrone, county of Blair aforesaid, his executors, administrators, or assigns, all my right, title, interest, and demand in and to the aforesaid bond or obligation, with full power to recover the same to his or their own use; the losses, if any, and the recovery thereof, to be wholly at the risk of the said Alexander Foley (or, "guaranteeing the payment of the aforesaid amount at the maturity of the bond or obligation aforesaid").

Witness my hand and seal, this first day of June, A. D. 1885.

Executed in presence of	}	EDWIN HARRIS. [SEAL.]
W. M. BEYER,		
G. LLOYD OWENS.		

(8.) *Assignment of a Mortgage, to be endorsed on the Instrument.*

Know all men by these presents, that I, William Wills, of the city of Altoona, county of Blair, and State of Pennsylvania, the mortgagee within named, for value received (or, "for and in consideration of the sum of five thousand dollars, to me in hand paid at and before the ensealing and delivery hereof, the receipt whereof I do hereby acknowledge"), have granted, bargained, sold, assigned, and set over, and by these presents do grant, bargain, sell, assign, and set over unto Henry Holland, of the same place, his heirs, and assigns, all my estate, right, title, and interest to and in the within-mentioned indenture of mortgage, and all that messuage therein mentioned and described, with the appurtenances, rights, and members thereunto belonging or in anywise appertaining; to have and

to hold all and singular the premises hereby granted and assigned, or mentioned, or intended so to be, unto the said Henry Holland, his heirs and assigns, forever, subject, however, to the right and equity of redemption of the within-named Thomas Thompson, his heirs and assigns, therein.

In witness whereof, I have hereunto set my hand and seal, this the second day of June, A. D. 1885.

Signed, sealed, and delivered  
in presence of

N. P. MERVINE,  
W. S. HAMMOND.

WILLIAM WILLS. [SEAL.]

(9.) *Assignment of a Mortgage by a writing separate and apart from the Instrument.*

Whereas, Andrew Acker, of the city of Altoona, county of Blair, and State of Pennsylvania, is held and firmly bound unto Samuel Sigmund, of the same place, by a certain mortgage in the sum of ten thousand dollars, which said mortgage bears date the fifth day of June, A. D. 1881, payable six years from the date aforesaid, with legal interest thereon, and being recorded in the office for the recording of deeds, &c., in Blair County aforesaid, in Mortgage Book V., page 400, &c., and by which said indenture the said Andrew Acker bound certain premises granted to the said Samuel Sigmund, to wit: All that certain, &c. (here describe the premises), as by a reference to the said indenture of mortgage will more fully and at large appear: Now know all men by these presents, that I, Samuel Sigmund, above named, for and in consideration of the sum of ten thousand five hundred dollars, unto me paid by Henry Walters, of the said city of Altoona, at and before the ensembling and delivery hereof, the receipt whereof I do hereby acknowledge, have granted, bargained, sold, assigned, transferred, and set over, and by these presents do grant, bargain, sell, assign, transfer, and set over unto the said Henry Walters, his heirs, executors, administrators, and assigns, the aforesaid mortgage and the messuages and tenements, and the premises therein described and granted, with the appurtenances thereunto belonging or in any wise appertaining, and all my estate, right, title, interest, property, claim, and demand whatsoever in law, equity, or otherwise howsoever, of, in, and to the same. To have and to hold all and singular the premises hereby granted and assigned, or mentioned, or intended so to be, unto the

said Henry Walters, his heirs and assigns forever; subject, however, to the right and equity of redemption of the above-named Andrew Acker, his heirs and assigns, therein.

In witness whereof, I have hereunto set my hand and seal, this the first day of April, A. D. 1885.

Signed, sealed, and delivered in presence of	}	SAMUEL SIGMUND. [SEAL.]
M. ALEXANDER,		
H. H. HERR.		

(10.) *Assignment of a Bond and Mortgage.*

Whereas, Andrew Acker, of the city of Altoona, county of Blair, and State of Pennsylvania, is held and firmly bound unto Samuel Sigmund, of the same place, by bond and mortgage, in the penal sum of twenty thousand dollars; which said mortgage bears date the fifth day of June, A. D. 1881, payable six years from the date aforesaid, with legal interest thereon, and being recorded in the office for the recording of deeds, &c., in Blair county aforesaid, in Mortgage Book V., page 400, &c., and by which said indenture the said Andrew Acker bound certain premises granted to the said Samuel Sigmund, to wit: All that certain, &c. (here describe the premises), as by a reference to the said indenture of mortgage will more fully and at large appear: Now know all men by these presents, that I, Samuel Sigmund, above named, for and in consideration of the sum of ten thousand five hundred dollars, unto me paid by Henry Walters, of the said city of Altoona, at and before the ensealing and delivery hereof, the receipt whereof I do hereby acknowledge, have granted, bargained, sold, assigned, transferred, and set over, and by these presents do grant, bargain, sell, assign, transfer, and set over unto the said Henry Walters, his heirs, executors, administrators, and assigns, the aforesaid bond and mortgage, and the messuages and tenements, and the premises therein described and granted, with the appurtenances thereunto belonging or in any wise appertaining, and all my estate, right, title, interest, property, claim, and demand whatsoever in law, equity, or otherwise howsoever, of, in, and to the same. To have and to hold all and singular the premises hereby granted and assigned, or mentioned, or intended so to be, with the appurtenances and the bond accompanying the said mortgage, unto the said Henry Walters, his heirs, and assigns forever; subject, how-

ever, to the right and equity of redemption of the above-named Andrew Acker, his heirs and assigns, therein.

In witness whereof, I have hereunto set my hand and seal, this the first day of April, A. D. 1885.

Executed and delivered }  
 in presence of  
     THOS. H. GREEVY,  
     JOHN A. DOYLE. }

SAMUEL SIGMUND. [SEAL.]

(11.) *Assignment of a Deed, to be endorsed on the Instrument.*

Know all men by these presents, that Henry Bosler, the grantee within named, and Mary his wife, for and in consideration of the sum of one thousand dollars, to them in hand paid by W. M. Swartz, of the city of Altoona, county of Blair, and State of Pennsylvania, at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, and set over unto the said W. M. Swartz, his heirs, executors, administrators, and assigns, all that the within-mentioned and described messuage, tenement, and tract of land (here give description of the premises), and being the same premises which John Johnson and Sarah his wife, by the within written indenture, bearing date the first day of June, A. D. 1880, and recorded in the office for the recording of deeds, &c., in the county of Blair aforesaid, in Deed Book, Vol. 70, page 600, &c., granted and conveyed unto the above-named Henry Bosler, his heirs and assigns; together with all and singular the rights, members, and appurtenances whatsoever thereunto belonging or in any wise appertaining; and the reversions and remainders, rents, issues, and profits thereof; to have and to hold the said messuage, tenement, or tract of land, hereby granted and assigned, or mentioned, or intended so to be, with the appurtenances, unto the said W. M. Swartz, his heirs, executors, administrators, and assigns forever. And the said Henry Bosler and his heirs, the said hereby granted and assigned premises, with the appurtenances, unto W. M. Swartz, his heirs, executors, administrators, and assigns, against the said Henry Bosler and his heirs, and against all and every other person or persons whomsoever lawfully claiming, or to claim the same by, from, or under him, them, or any of them, shall and will warrant and forever defend by these presents.

In witness whereof, the said parties to these presents have here-

unto set their hands and seals, this tenth day of January, A. D. one thousand eight hundred and eighty-five.

Executed and delivered	}	HENRY BOSLER, [SEAL.]
in presence of		MARY BOSLER. [SEAL.]
E. M. BUCKLEY,		
ROBT. JOHNSON.		

NOTE.—The above assignment, in order to be recorded, must be acknowledged in the same manner as a deed.

(12.) *Assignment of Dower by the Heir.*

This indenture, made the tenth day of March, A. D. one thousand eight hundred and eighty-five, between William Fox, of the township of Antis, county of Blair, and State of Pennsylvania, son and sole heir of Henry Fox, late of said township, deceased, of the one part, and Mary Fox, widow and relict of the said Henry Fox, of the other part:

Whereas, the said Henry Fox was in his lifetime, and at the time of his death, seized in his demesne as of fee, of and in a certain tract or piece of land situate in the township of Antis aforesaid, which descended unto the said William Fox upon the decease of the said Henry Fox: Now know all men by these presents, that I, William Fox aforesaid, have endowed and assigned, and by these presents do endow and assign unto the said Mary Fox, the third part of the aforesaid tract or piece of land, described by metes and bounds as follows, to wit (here describe the premises assigned): to have and to hold unto the said Mary Fox for and during her natural life, in the name of the dower, and in recompense and satisfaction of all the dower which the said Mary Fox ought to have, of, or in the said lands and tenements which were of the said Henry Fox in his lifetime.

In witness whereof, the said parties to these presents have hereunto set their hands and seals, the day and year first above written.

Executed and delivered	}	WILLIAM FOX, [SEAL.]
in presence of		MARY FOX. [SEAL.]
A. V. DIVELY,		
W. L. WOODCOCK.		

(13.) *Another form of Assignment of Dower by the Heir.*

This indenture, made the tenth day of March, A. D. one thousand eight hundred and eighty-five, between George Gatling, of the



borough of Hollidaysburg, county of Blair, and State of Pennsylvania, son and sole heir of William Gatling, late of the said borough, deceased, of the one part, and Eliza Gatling, widow and relict of the said William Gatling, of the other part:

Whereas, the said William Gatling was in his lifetime, and at the time of his death, seized in his demesne as of fee, of and in divers lands and tenements in the said borough of Hollidaysburg, which descended unto the said George Gatling upon the decease of the said William Gatling: Now, this indenture witnesseth, that the said George Gatling hath endowed and assigned, and by these presents doth endow and assign unto the said Eliza Gatling, all that certain lot of ground situate in the borough of Hollidaysburg aforesaid, bounded and described as follows (here fully describe premises assigned): To have and to hold the same with the appurtenances unto the said Eliza Gatling for and during her natural life, in the name of the dower and in recompense and satisfaction of all the dower which the said Eliza Gatling ought to have, of, or in any lands and tenements which were of the said William Gatling in his lifetime.

And the said Eliza Gatling, widow as aforesaid, hereby accepts of the said lot of ground, above described, so endowed, and assigned to her in the name of the dower, and in full recompense and satisfaction of all the dower which she ought to have, of, or in any lands and tenements which were of the said William Gatling in his lifetime.

In witness whereof, the said parties to these presents have hereunto set their hands and seals, the day and year first above written.

Signed, sealed, and delivered	}	GEORGE GATLING, [SEAL.]
in presence of		ELIZA GATLING. [SEAL.]
H. M. BALDRIGE,		
A. S. LANDIS.		

(14.) *Assignment of a Lease by Endorsement.*

Know all men by these presents, that I, William Wilson, the within-named lessee, for and in consideration of the sum of two hundred dollars, to me in hand paid by Samuel Clark, of the borough of Tyrone, county of Blair, and State of Pennsylvania, at and before the ensembling and delivery hereof, the receipt of which is hereby acknowledged, have granted, assigned, and set over, and by these presents do grant, assign, and set over unto the said Samuel Clark, his executors, administrators, and assigns, the within indenture of

lease, and all that messuage described therein, with the appurtenances; and all my estate, right, title, term of years yet to come, claim, and demand whatsoever, of, in, to, or out of the same; to have and to hold the said messuage and appurtenances unto the said Samuel Clark, his executors, administrators, and assigns, for the residue of the term within mentioned, subject, however, to the rents and covenants in the within lease reserved and contained, on my part and behalf to be done, kept, and performed.

In witness whereof, I have hereunto set my hand and seal, this second day of February, A. D. 1885.

Executed and delivered in presence of W. F. RIDDLE, WM. L. HICKS.	}	WILLIAM WILSON. [SEAL.]
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(15.) *Assignment of Lease by writing separate and apart from the Instrument.*

\*Know all men by these presents, that I, Howard Hansom, of the city of Altoona, county of Blair, and State of Pennsylvania, for and in consideration of the sum of five hundred dollars, to me in hand paid by John Sellers, of the same place, at and before the ensealing and delivery hereof, the receipt whereof I do hereby acknowledge, do by these presents grant, convey, assign, and set over unto the said John Sellers, his executors, administrators, and assigns, a certain indenture of lease bearing date the first day of April, A. D. 1884 (if recorded say, and recorded in the office, &c.), made and executed to me as lessee by Henry Thompson as lessor, for the term of ten years from the date aforesaid, and all that messuage described therein, with the appurtenances, and all my estate, right, title, term of years yet to come, claim, and demand whatsoever, of, in, to, or out of the same; to have and to hold the said messuage and appurtenances unto the said John Sellers, his executors, administrators, and assigns, for the residue of the term in the said indenture of lease mentioned, subject, however, to the rents, covenants, conditions, and provisions therein reserved and contained.

In witness whereof, I have hereunto set my hand and seal, this first day of April, A. D. 1885.

Executed and delivered in presence of E. H. FLICK, W. A. AMBROSE.	}	HOWARD HANSOM. [SEAL.]
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(16.) *Assignment of Lease; Joint Interest of One to the Other.*

Whereas, Henry Cryder, of the city of Altoona, county of Blair, and State of Pennsylvania, by indenture bearing date the first day of March, A. D. 1885, did let and lease unto William Paul and Samuel Sharp, of the same place, for the term of five years from the date aforesaid, and for the yearly sum or rent of three hundred dollars, all that, &c. (here describe the premises), together with the appurtenances (if the lease is recorded, say, "which said indenture of lease is recorded in the office," &c.): Now know all men by these presents, that I, William Paul, above named, for and in consideration of the sum of two hundred dollars to me paid by the said Samuel Sharp, the receipt whereof is hereby acknowledged, do hereby assign, transfer, and set over all my title and interest in and rights under said lease and premises, unto the said Samuel Sharp, his executors, administrators, and assigns, for and during the rest and residue yet to come and unexpired of said term.

And the said Samuel Sharp in consideration of the premises hereby agrees to save, indemnify, and keep harmless the said William Paul, of, and from any and all manner of costs, charges, damages, rents, expenses, and incumbrances by reason of the covenants, stipulations, and conditions in said lease contained and recited, and will wholly pay or cause to be paid all rents and other charges and expenses secured by the terms of said lease, for and during all the rest and residue of the unexpired term thereof, as fully as if the said indenture of lease had been made originally to him alone.

In witness whereof, we have hereunto set our hands and seals, this fifth day of April, A. D. 1885.

Signed, sealed, and delivered }  
in presence of  
JOHNSON JONES,  
JONES JOHNSON.

WILLIAM PAUL, [SEAL.]  
SAMUEL SHARP. [SEAL.]

(17.) *Assignment of Bill of Sale.*

Know all men by these presents, that I, John Johnson, vendee within named, for and in consideration of the sum of five hundred dollars, to me in hand paid by William Williams, of the city of Altoona, county of Blair and State of Pennsylvania, at and before the ensealing and delivery hereof, the receipt whereof I do hereby

acknowledge, have bargained, sold, assigned, transferred, and set over, and by these presents do bargain, sell, assign, transfer, and set over unto the said William Williams all my right, title, and interest in and to the goods and chattels (or as may be), which are in the within bill of sale (or, "in the schedule annexed to the within bill of sale") mentioned and enumerated, and which by said bill of sale were bargained, sold, released, granted, and conferred unto me by Henry Thomas, the within-named vendor, to the proper use, benefit, and behoof of the said William Williams, his heirs, and assigns forever.

In witness whereof, I have hereunto set my hand and seal, this the twentieth day of March, A. D. 1885. .

Executed and delivered	}	JOHN JOHNSON. [SEAL.]
in presence of		
J. M. MORTON,		
SAML. S. KELLY.		

(18.) *Assignment of a Bill of Sale of Part of a Vessel by  
Endorsement on Instrument.*

Know all men by these presents, that I, the within-named Henry Hudson, for and in consideration of the sum of ——— dollars, to me in hand paid by Robert Fulton, at and before the ensembling and delivery hereof, the receipt whereof is hereby acknowledged, do hereby assign, transfer, and set over unto the said Robert Fulton the within-written bill of sale of one full and equal tenth part of the within-mentioned steamer (or ship, or as may be) "Etta," and all her anchors, apparel, boats, cables, furniture, masts, munitions, oars, sails, tackle, yards, and all appurtenances thereunto belonging, and all my right, title, and interest in and under the said bill of sale, to have and to hold the same unto the said Robert Fulton, his heirs and assigns forever. And I, the said Henry Hudson, do, for myself, my heirs, executors, and administrators, covenant and agree with the said Robert Fulton, that the said one-tenth part of the said steamer (or as may be), with the appurtenances, are now and shall continue unto the said Robert Fulton, his heirs and assigns, free and clear of all debts and encumbrances whatsoever made or suffered by me, or any other person whatsoever by or through my consent, means, or procurement.

In witness whereof, I have hereunto set my hand and seal, this

the twenty-first day of May, A. D. one thousand eight hundred and eighty-five.

Signed, sealed, and delivered  
in presence of  
HOWARD HALCOMB,  
PIERCE POTZER.

HENRY HUDSON. [SEAL.]

(19.) *Assignment of Contract for the Sale of Real Estate; Endorsed on Contract.*

Know all men by these presents, that I, the within-named Walter Haden, for and in consideration of the sum of two hundred dollars to me in hand paid by Philip Pfhips, of the city of Altoona, county of Blair, and State of Pennsylvania, at and before the ensealing and delivery hereof, the receipt whereof I do hereby acknowledge, do assign, transfer, and set over unto the said Philip Pfhips all the right, title, interest, claim, and demand which I have acquired under the within agreement for the sale to me of the within-described premises, subject, however, to the covenants, conditions, agreements, and stipulations in the within agreement contained. And I hereby authorize and empower the said Philip Pfhips to demand, enforce, and receive of the within-named John Jones, the deed covenanted in the within agreement to be made and executed, and all relief concerning the same to obtain and enforce as fully as I myself might or could do were these presents not executed.

In witness whereof, I have hereunto set my hand and seal, this tenth day of March, A. D. 1885.

Executed and delivered  
in presence of  
E. M. AMIES,  
FRANK SHOEMAKER.

WALTER HADEN. [SEAL.]

(20.) *Assignment of a Ground Rent by Endorsement.*

Know all men by these presents, that Henry Marion, the grantor within named, of the city of Altoona, county of Blair, and State of Pennsylvania, and Ellen his wife, for and in consideration of the sum of five hundred dollars, to them paid by Madison Mounds, of the same place, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, released, and confirmed,

and by these presents do grant, bargain, sell, assign, release, and confirm unto the said Madison Mounds, his heirs and assigns, all that the within-mentioned and reserved yearly rent charge or sum of sixty dollars, chargeable quarterly, issuing and payable by the within-named Robert Thompson, his heirs and assigns, in equal payments of fifteen dollars each on the first day of the months of January, April, July, and October, in each and every year forever ("without any defalcation for taxes" or as may be) out of and for all that the within particularly described and granted lot or piece of ground, together with all the means, ways, rights, and privileges, remedies, power of entry, distress and re-entry for recovering payments of the aforesaid yearly rent charge, and all arrearages thereof, and the reversions and remainders thereof, and all the estate, right, title, property, interest, claim, and demand whatsoever of them the said Henry Marion and Ellen his wife of, in, to, or out of the same; to have and to hold, receive and take the aforesaid yearly rent charge, hereditaments, and premises hereby granted, or mentioned, or intended so to be, with the appurtenances unto the said Madison Mounds, his heirs and assigns forever.

And the said Henry Marion, for himself, his heirs, executors, and administrators, doth by these presents covenant and agree to and with the said Madison Mounds, his heirs and assigns, that he will warrant and forever defend these presents against himself and his heirs, and against all and every person and persons whomsoever, lawfully claiming, or to claim the same or any part thereof by, from, or under him, them, or any of them.

In witness whereof, the said parties to these presents have hereunto set their hands and seals, this tenth day of June, A. D. one thousand eight hundred and eighty-five.

Executed and delivered  
in presence of  
S. M. ROUNDS,  
ROBT. HOLLAND.

HENRY MARION, [SEAL.]  
ELLEN MARION. [SEAL.]

(21.) *Assignment of a Ground Rent by a Separate Writing.*

Know all men by these presents, that George Thomas, of the city of Altoona, county of Blair, and State of Pennsylvania, and Martha his wife, for and in consideration of the sum of one thousand dollars, to them paid by Job Trotter, of the same place, at and before the ensealing and delivery hereof, the receipt whereof

is hereby acknowledged, have and by these presents do grant, bargain, sell, assign, release, and confirm unto the said Job Trotter, all that certain yearly rent charge and sum of sixty dollars, chargeable half yearly, issuing and payable by Thomas Holtzman, of the said city of Altoona, his heirs and assigns, on the first day of the months of January and July of each and every year forever, without any deduction for taxes out of and for all that certain lot or piece of ground situate, &c. (here describe fully the premises), together with all the ways, means, rights, privileges, remedies, power of entry, distress, and re-entry for recovering payments of the aforesaid yearly rent charge, and all arrearages thereof, and the reversions and remainders thereof, and all the estate, right, title, property, interest, claim, and demand whatsoever of them, the said George Thomas and Martha his wife, of, in, to, or out of the same; to have and to hold the same together with the appurtenances forever.

And the said George Thomas, for himself, his heirs, executors, and administrators, doth by these presents covenant and agree to and with the said Job Trotter, his heirs and assigns, that he will warrant and forever defend these presents against himself and his heirs and against all and every person or persons whomsoever lawfully claiming, or to claim the same or any part thereof, by, from, or under him, them, or any of them.

In witness whereof, the said parties to these presents have hereunto set their hands and seals, this first day of May, A. D. 1885.

Executed and delivered  
in presence of  
ROBERT WALKER,  
PHILIP ROWLAND.

GEORGE THOMAS, [SEAL.]  
MARTHA THOMAS. [SEAL.]

(22.) *Assignment of Doubtful Claims by one Partner to another.*

Whereas, William Thompson and Lloyd Royer, both of the city of Altoona, county of Blair, and State of Pennsylvania, were, until the first day of April, A. D. 1885, trading and doing business as co-partners, in the said city of Altoona, under the firm name and style of Thompson & Company, which said copartnership was upon that day dissolved by mutual consent, and whereas there is due and owing unto the said firm a number of debts which are accounted doubtful and desperate, and which the said parties have agreed to divide equitably between them. Now know all men by

these presents, that by reason of the premises, and for the considerations hereafter set forth, the said parties do hereby assign, transfer, and set over to each other for their respective and several uses and benefits the aforesaid debts as follows:—

To the said William Thompson all the debts mentioned, described, and set forth in a list or schedule of the same hereunto attached and marked Exhibit A.

To the said Lloyd Royer all the debts mentioned, described, and set forth in a list or schedule of the same hereunto attached and marked Exhibit B.

That the said debts are to be collected at the proper cost and charges of the said parties respectively, and are taken and accepted at the risk of each, without recourse to the other for any purpose whatsoever.

In witness whereof, the said parties to these presents have hereunto set their hands and seals, this the second day of April, A. D. one thousand eight hundred and eighty-five.

Signed, sealed, and delivered	}	WILLIAM THOMPSON, [SEAL.]
in presence of		LLOYD ROYER. [SEAL.]
HARRISON HAMMERS,		
VINTON WELSCH.		

(23.) *Assignment of one Partner's Interests in Partnership Property to another.*

Whereas, the copartnership heretofore existing between Blair Roper and Samuel Porter, both of the borough of Hollidaysburg, county of Blair, and State of Pennsylvania, under the firm name and style of Roper & Porter, has this day been dissolved by mutual consent, Blair Roper succeeding: Now know all men by these presents, that I, the said Samuel Porter, for and in consideration of the sum of five thousand dollars, to me in hand paid at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, as well as for the further consideration of the execution and delivery to me by Blair Roper aforesaid, of his certain bond or obligation in the sum of ten thousand dollars, conditioned that he, his heirs, executors, and administrators shall from time to time and at all times save, keep harmless, and indemnify me, my heirs, and assigns from any manner of costs, charges, loss, and damages by reason of any claim, demand, or obligation of the said firm now due or to become due, do hereby sell, assign, transfer, and



set over unto the said Blair Roper, his executors, administrators, and assigns, all my right, title, interest, claim, and demand in all the goods, wares, merchandise, rights, credits, and effects, fixtures, stock in trade, book accounts, notes, bills, bonds, rights in action, and every other, the property of the said copartnership; giving and granting unto the said Blair Roper, as far as may be necessary, full power and authority to ask, demand, sue for, collect, and receive or compound any claims, debts, or accounts due the late firm, and to execute, acknowledge, and deliver all necessary receipts, releases, and discharges in the premises as fully and effectually as if I had never been interested in the same.

In witness whereof, I have hereunto set my hand and seal, the first day of April, A. D. 1885.

Executed and delivered  
in presence of  
WILLIAM THOMPSON,  
H. M. BUNKER.

SAMUEL PORTER. [SEAL.]

(24.) *Assignment of an Order or Due Bill.*

Now, April first, A. D. 1885, for value received, I do hereby assign, transfer, and set over all my right, title, and interest in and to the within order (or due bill), without recourse (or guaranteeing the payment of the same at maturity).

Witness:

HENRY RANDOLPH,  
J. CLOYD CRYDER.

WILLIAM M. JONES.

(25.) *Assignment of a Promissory Note; Assignor liable.*

Pay to the order of John Lloyd.

HENRY MAUX.

(26.) *Assignment of a Promissory Note; Assignor not liable.*

Pay to the order of John Lloyd, without recourse.

HENRY MAUX.

**ATTACHMENTS.**

**AN ATTACHMENT**, in civil law practice, is a writ issued by a court of competent jurisdiction, commanding the sheriff or other proper officer to seize any property, credit, or right belonging to the defendant, in whatever hands the same may be found, to satisfy the demand which the plaintiff has against him. Bouv. Law Dict.

**Attachment—Domestic.**

A **DOMESTIC ATTACHMENT** issues against a person who, being an inhabitant of this Commonwealth, absconds from the place of his usual abode, or remains absent from the State, or confines himself in his own house, or conceals himself elsewhere, with design, in either case, to defraud his creditors; or where the party, not having become an inhabitant of this Commonwealth, shall confine or conceal himself within the same, with intent to avoid the service of process and to defraud his creditors. See Act 13 June, 1836, § 1; Purd. 518.

It is, as far as respects creditors, in the nature of a commission of bankruptcy, because it is for the benefit of all the creditors, and all the property of the debtor is distributed *pro rata* among them.

The law on the subject is founded altogether upon the Acts of Assembly touching the same; few decisions are found upon their construction. See Act 22 August, 1752; 4 December, 1807, and 13 June, 1836.

**Attachment—Foreign.**

A **FOREIGN ATTACHMENT** is a proceeding or process had by a creditor against the property of the debtor, when the latter is out of the jurisdiction of the State and is not an inhabitant of the same. The proceeding, unlike a Domestic Attachment, is solely for the benefit of the plaintiff, and is intended, primarily, to compel an appearance by the debtor.

The writ may issue against both the real and personal estate of the debtor; and commands the officer to attach the defendant by all and singular his goods and chattels, in whose hands or possession soever the same may be found, in his bailiwick, so that he be and appear before the Court at a certain time to answer.

By Act of May 15th, 1874, writs of Foreign Attachment may, under certain circumstances, issue against parties who, being residents of this State, and having become liable in an action *ex delicto*, shall remove therefrom.

For Acts of Assembly touching the subject, see Act 13 June, 1836; 27 July, 1842; 20 March, 1845; 12 April, 1855; 8 May, 1855; 9 April, 1870; 15 May, 1874; and 10 June, 1881.

## (DOMESTIC.)

(1.) *Affidavit to support Writ of Domestic Attachment,  
Act June 13, 1836.*

In the Court of Common Pleas of Blair County.

William Fox }  
           vs. }  
 Thomas Wolfe. }

Blair County, ss.

William Fox, above named, being duly sworn according to law, says that the defendant, Thomas Wolfe, is justly indebted to him in the sum of five hundred dollars, for goods and merchandise sold and delivered to him at his request (or as may be); that the said Thomas Wolfe is an inhabitant of this Commonwealth, and on or about the first day of January, A. D. 1885, absconded from his usual abode within the same (or as may be), with design to defraud his creditors, as the deponent verily believes. WILLIAM FOX.

Sworn and subscribed to before me, this first day of February, 1885.

CHARLES GEESEY,  
 Prothonotary.

(2.) *Affidavit where Defendant is not an Inhabitant of the State,  
Act June 13, 1836.*

In the Court of Common Pleas of Blair County.

William Fox }  
           vs. }  
 Thomas Wolfe. }

Blair County, ss.

William Fox, above named, being duly sworn according to law, says that the defendant, Thomas Wolfe, is justly indebted to him in the sum of five hundred dollars, for goods and merchandise sold and delivered to him at his request (or as may be); that the said defendant is not an inhabitant of this Commonwealth, and does conceal himself within the said county of Blair, to avoid the service of process and defraud his creditors, as the deponent verily believes.

WILLIAM FOX.

Sworn and subscribed to before me, this first day of February, 1885.

CHARLES GEESEY,  
 Prothonotary.

(3.) *Præcipe for Writ of Domestic Attachment, Act  
June 13, 1836.*

In the Court of Common Pleas of Blair County.

William Fox }  
vs. } No. 90.  
Thomas Wolfe. } January Term, 1885.

Issue writ of Domestic Attachment, per affidavit filed, to attach all and singular the goods and chattels, lands and tenements, of Thomas Wolfe, the defendant above, in the hands of John App, Garnishee of the said defendant, or in whose hands soever the same may be, for the benefit of the said William Fox, and other creditors of the said defendant. Returnable, &c.

CHARLES GEESEY, Esq.  
Prothonotary.

A. S. LANDIS,  
Atty. for Plff.  
Feb'y 1, 1885.

(4.) *Præcipe for Testatum Writ of Domestic Attachment,  
Act June 13, 1836.*

In the Court of Common Pleas, &c. (as in above form).

Issue Testatum Writ of Domestic Attachment to the county of Cambria; to attach all and singular, &c. &c. (as in form above).

CHARLES GEESEY, Esq.  
Prothonotary.

A. S. LANDIS,  
Atty. for Plff.  
Feb'y 1, 1885.

(5.) *Affidavit and Suggestion of another Creditor, where the Original  
Plaintiff refuses or neglects to proceed, or fails to recover, Act  
June 13, 1836.*

In the Court of Common Pleas of Blair County.

William Fox }  
vs. } No. 90.  
Thomas Wolfe. } January Term, 1885.

Blair County, ss.

Peter Hawk, being duly sworn, deposes and says, that Thomas Wolfe, defendant above, is indebted to him in the sum of two hundred dollars, being for (here state nature of indebtedness); and that the said defendant, being an inhabitant of this Commonwealth, has absconded from the place of his usual abode (or as may be),

with design to defraud his creditors. (If the defendant is not an inhabitant, after stating the nature of the indebtedness, say, *and that the said defendant is not an inhabitant of this Commonwealth, and does conceal himself within the said county of Blair to avoid the service of process and defraud his creditors.*) That he is informed and verily believes that the above-named plaintiff has refused (or neglected) to proceed with his action (or, "has failed to establish his right to prosecute said writ"). He therefore suggests his name on the Record in the above case to prosecute said writ.

PETER HAWK.

Sworn and subscribed to, this 3d day of March, 1885.

CHARLES GEESEY,

Prothonotary.

(6.) *Affidavit of Trustees, Act June 13, 1836.*

In the Court of Common Pleas of Blair County.

William Fox	} No. 90.
<i>vs.</i>	
Thomas Wolfe.	} January Term, 1885.

Blair County, ss.

Before me personally came D. T. Caldwell, C. J. Kegel, and Adam Hoover, who, being severally duly sworn (or affirmed), say that as Trustees of the estate of Thomas Wolfe, the above-named defendant, they will well and truly execute the trust reposed in them, to the best of their skill and understanding.

D. T. CALDWELL,

C. J. KEGEL,

ADAM HOOVER.

Sworn and subscribed to, this 10th day of February, 1885.

CHARLES GEESEY, Esq.,

Prothonotary.

(For Form of Bond of Trustees, see BONDS.)

(7.) *Notice of Trustees to Debtors and Creditors, Act June 13, 1836.*

*Notice.*

Notice is hereby given that the undersigned, all being residents of the borough of Tyrone and county of Blair, have been, by the Court of Common Pleas of said county, appointed Trustees of Thomas Wolfe, defendant in a certain writ of Domestic Attachment, issuing from the said court to No. 90, January Term, 1885.

All persons indebted to the said defendant, or holding property belonging to him, are hereby notified to pay and deliver such money and property to the said Trustees without delay; and all creditors of the said defendant are requested to promptly present their respective accounts or demands.

D. T. CALDWELL,  
C. J. KEGEL,  
ADAM HOOVER,

Tyrone, Pa., Feb'y 10, 1885.

Trustees.

(8.) *Petition of Defendant to dissolve Attachment, Act June 13, 1836.*

In the Court of Common Pleas of Blair County.

William Fox	} No. 90.
<i>vs.</i>	
Thomas Wolfe.	} January Term, 1885.

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The petition of Thomas Wolfe, the defendant above named, respectfully represents: That he is an inhabitant of this Commonwealth (or, "that he is not an inhabitant of this Commonwealth"); that the other allegations contained in the plaintiff's affidavit in support of the above writ of Domestic Attachment are totally false and without foundation in fact; that he is not indebted to the said plaintiff in any amount whatsoever, either for goods and merchandise sold and delivered to him, or for any other cause; and that he has not absconded from his usual abode within this Commonwealth, with design to defraud his creditors (or, "that he does not conceal himself within this county to avoid the service of process and defraud his creditors"), as is alleged in the plaintiff's affidavit; and that no final decree of distribution has been made in said case.

The petitioner therefore prays the Court to grant a rule upon the said plaintiff, to show cause why the said attachment should not be dissolved; and that an order be also made staying all further proceedings by the Trustees under said attachment. And he will, &c.

THOMAS WOLFE.

NOTE.—Affidavit of truth of petition to be appended.

(9.) *Defendant's Affidavit for Appeal to the Supreme Court,*  
*Act June 13, 1836.*

In the Court of Common Pleas of Blair County.

William Fox }  
           vs.    } No. 90.  
 Thomas Wolfe. } January Term, 1885.

Now, March 10, 1885, Thomas Wolfe, the defendant above named, appeals to the Supreme Court for the Eastern District of Pennsylvania from the definitive decree of the within-named Court in the above case.

THOMAS WOLFE.

Blair County, ss.

Thomas Wolfe, the above-named defendant, being duly sworn, says that the above appeal is not intended for delay.

THOMAS WOLFE.

Subscribed and sworn to this 10th day of March, A. D. 1885.

CHARLES GEESEY,  
 Prothonotary.

(10.) *Recognizance of Defendant for Appeal to Supreme Court,*  
*Acts June 13, 1836, June 8, 1881.*

Blair County, ss.

We, Thomas Wolfe, the defendant above named, Alex. M. Lloyd, and W. D. Couch, all of the county of Blair, do severally acknowledge ourselves to owe and be indebted to William Fox, the plaintiff above named, in the sum of ——— dollars, being the sum fixed by the Court of Common Pleas of said county to be levied of our goods and chattels, lands and tenements, respectively, and to be void upon condition that the said Thomas Wolfe shall prosecute his appeal with effect, and pay all costs that have accrued, or shall hereafter accrue, upon the said appeal, including the return of the record to said Court with the remittitur.

THOMAS WOLFE,  
 ALEX. M. LLOYD,  
 W. D. COUCH.

Acknowledged and approved this 10th day of March, 1885.

JOHN DEAN,  
 President Judge, &c.

(1.) *Præcipe in Case or Debt, Act June 13, 1836.*

William Fox }  
vs. }  
Thomas Wolfe. }

The sheriff will attach the goods and chattels, rights, credits, moneys, and effects in the hands, custody, or possession of Robert Drake, and summon him as garnishee.

CHARLES GEESEY, Esq.,  
Prothonotary.

MERVINE & HAMMOND,  
Attys. for Plff.  
Jany. 10, 1885.

(2.) *Affidavit of Plaintiff to support Writ of Foreign Attachment where Defendant is a resident of the Commonwealth, Act May 15, 1874.*

**In the Court of Common Pleas of Blair County.**

William Fox }  
vs. }  
Thomas Wolfe. }  
Blair County, ss.

William Fox, the plaintiff above named, being duly sworn, deposes and says that Thomas Wolfe, the above-named defendant, is indebted to him in the sum of five hundred dollars, for which amount he is answerable in an action *ex delicto*, in that the said defendant having been entrusted as bailee and for hire with a double team of horses, harness, and wagon, the property of the plaintiff, and valued at five hundred dollars, sold the same and converted the proceeds to his own use (or, as the case may be). That the said defendant is a resident of this Commonwealth, but has for some time past absented himself from the place of his abode, and that the deponent verily believes that the said defendant has removed to escape service of process to answer the plaintiff for such tort.

WILLIAM FOX.

WILLIAM FOX.

Subscribed and sworn to, January 10th, 1885.

CHARLES GEESEY,  
Prothonotary.





(5.) *Affidavit of Claimant to Goods levied upon.*

In the Court of Common Pleas of Blair County.

William Fox	} No. 100.
<i>vs.</i>	
Thomas Wolfe.	} January Term, 1885.

Blair County, ss.

Henry Raven, being duly sworn, says that by virtue of the above writ of Foreign Attachment, George Fay, Sheriff of said county, has levied upon and taken in execution the goods and chattels (or as may be) in the schedule attached to his writ set out and in the hands of Robert Drake, as Garnishee of Thomas Wolfe defendant above; and that the goods and chattels (or as may be) so levied upon, as aforesaid, are the property of this deponent. And further saith not.

HENRY RAVEN.

Subscribed and sworn to, March 10, 1885.

CHARLES GEESEY,  
Prothonotary.

(For Form of Bond of Claimant, see BONDS.)

(6.) *Interrogatories to Garnishee, Act June 13, 1836.*

In the Court of Common Pleas of Blair County.

William Fox	} No. 200. June Term, 1885.
<i>vs.</i>	
Thomas Wolfe, Defendant, and	
Robert Drake, Garnishee.	
	} <i>Scire Facias</i> against Garnishee.
	} See No. 100. January Term, 1885.
	} Foreign Attachment.

Interrogatories to Garnishee above named.

*First.* Do you know Thomas Wolfe, the defendant in the above-stated action?

*Second.* Have you any business transactions with said defendant? If yea, how did your accounts stand at the time the writ in the above case was served upon you? Was there, or was there not, at that time, or has there been since, up to the time of your answering, a balance in your hands in favor of the said defendant? State the amount particularly.

*Third.* Were you, at the time the writ in the above case was served upon you, or have you been at any time since, and when, indebted to the said defendant in any manner whatsoever; or did

the said defendant hold any bill, note, account, draft, check, due bill, or other instrument of writing then due, or thereafter to become due, upon which you had become in any manner liable? State the character and amount of such indebtedness, and when and how the same arose, and annex to your answer hereto a correct copy of the same.

*Fourth.* At the time the writ in the above case was served on you, or at any time since, did the said defendant claim from you any money or property on any account whatsoever? Was there any debt or demand in suit between you? Answer particularly.

*Fifth.* Had you in your possession, or under your control, when the writ in the above case was served upon you, any goods or merchandise, or any property, estate or effects whatsoever, real or personal, belonging to the said defendant, or in which the said defendant was in any manner interested? If yea, state the nature, quantity, and value thereof.

*Sixth.* Have you on your books an account with the said Thomas Wolfe yet unsettled? If yea, annex a copy of the same to your answer hereto.

MERVINE & HAMMOND,  
Plaintiff's Attorneys.

(7.) *Defendant's Recognizance to Dissolve, Act June 13, 1836.*

Thomas Fox	}	No. 100.
vs.		January Term, 1885.
William Wolfe.	}	Foreign Attachment.

Blair County, ss.

We, William Wolfe, defendant above named, Henry Cranmer, and John Rogers, severally acknowledge ourselves to be indebted to Thomas Fox, the plaintiff above named, in the sum of one thousand dollars, to be levied of our respective goods and chattels, lands and tenements, and to be void on condition that the said William Wolfe shall pay to the said Thomas Fox the debt or damages, interest, and cost that may be recovered against him in the above-stated action.

WILLIAM WOLFE,  
HENRY CRANMER,  
JOHN ROGERS.

Taken and acknowledged, March 20th, 1885.

CHARLES GEESEY,  
Prothonotary.

(8.) *Recognizance of Plaintiff to Restore, Act June 13, 1836.*

In the Court of Common Pleas of Blair County.

William Fox	}	<i>Scire Facias</i> against Garnishee.
vs.		No. 200. June Term, 1885.
Thomas Wolfe, Defendant, and		See No. 100, January Term, 1885.
Robert Drake, Garnishee.		<i>Foreign Attachment.</i>

Blair County, ss.

We, William Fox, plaintiff above named, F. M. Howard, and Samuel Lotz, severally acknowledge ourselves to be indebted to Thomas Wolfe, defendant above, in the sum of one thousand dollars, to be levied of our respective goods and chattels, lands and tenements, and to be void upon condition that if in case the said Thomas Wolfe, by himself or attorney, shall within a year and day next ensuing the date of this recognizance, come into Court and disprove and avoid the debt recovered against him in the above action, or shall discharge the same with costs, and the said William Fox shall restore to the said Thomas Wolfe the goods and effects, or the value thereof, attached and condemned as aforesaid, or so much as shall be disproved or discharged, or the said William Fox, not doing so the said F. M. Howard and Samuel Lotz shall do it for him.

WILLIAM FOX,  
F. M. HOWARD,  
SAMUEL LOTZ.

Taken and acknowledged and sureties approved, this 1st day of June, A. D. 1885.

JOHN DEAN,  
President Judge.

**ATTESTATION.**

AN ATTESTATION is the last requisite to the validity of a deed or other writing, and is merely the execution of it in the presence of witnesses, and their brief certificate of the fact.

An attested instrument must be proved by the attesting witness, unless he reside out of the jurisdiction of the Court, or is deceased, insane, interested, or become infamous, or refuse to testify, or did not see the writing executed, or from any other similar cause, in all of which cases it may be proved by secondary evidence.

Proof of attestation is also proof of sealing and delivery.

(1.) *General Form.*

Signed, sealed, and delivered in the presence of ———.

(2.) *To a Deed when delivered as an Escrow.*

Signed, sealed, and delivered in our presence, as an escrow, to take effect (here state condition when the deed is to be delivered).

(3.) *Where there are Erasures in Instrument.*

Signed, sealed, and delivered in our presence, the words "———" having been previously stricken out of the twentieth line on the second page.

(4.) *Where there are Interlineations in Instrument.*

Signed, sealed, and delivered in our presence, the words "———" having been previously interlined in the fifteenth line.

(5.) *Where there are Interlineations and Erasures in Instrument.*

Signed, sealed, and delivered in our presence, the words "———" having been previously stricken out of the twentieth line on the second page, and the words "———" interlined in the same.

(6.) *Where the Instrument is executed by a Blind Person.*

Signed, sealed, and delivered in presence of us, and the said John Smith being blind, the within indenture (or as may be) was first carefully, truly, and deliberately read over to him in our presence.

(7.) *Where a Writing in English is executed by one not understanding the Language.*

Signed, sealed, and delivered in presence of us, and the said A. B. not understanding the English language, the within indenture (or as may be) was first carefully, truly, and deliberately interpreted to him in our presence.

(8.) *To a Will.*

Signed, sealed, published, and declared by the above-named John Smith, as and for his last will and testament, in the presence of us, who have hereunto subscribed our names at his request as witnesses thereto, in the presence of the said testator and each other.

(9.) *To a Codicil.*

Signed, sealed, and delivered by the said John Smith, as and for a codicil to be added to and considered as a part of his last will and testament, in the presence of us, who have hereunto subscribed our names at his request as witnesses thereto, and in the presence of the testator and of each other.

## ATTORNEY—LETTERS OR POWERS OF.

A LETTER (OR POWER) OF ATTORNEY is a written instrument, by which one or more persons, called the constituents, authorize one or more other persons, called the attorneys, to do some lawful act by the latter for or instead, and in the place of the former. 1 Mood. Cr. Cas. It may be parol or under seal; but an attorney cannot, in general, execute a sealed instrument so as to bind his principal, unless the power be under seal.

When the conveyance or any act is required to be by deed, the authority to the attorney to execute it must be commensurate in point of solemnity, and be by deed also. Co. Litt. 52 n.

Letters of Attorney, to be put upon record, must be acknowledged, and when they effect the sale or transfer of lands, or refer or relate to transactions under seal or by deed this should always be done.

See Acts of Assembly as follows: Act 1705; 10 March, 1818; 9 April, 1849; 14 March, 1850; 14 December, 1854; 20 March, 1860; and 14 April, 1870.

(1.) *General Form of Letter of Attorney.*

Know all men by these presents, that I, Washington Vaux, of the city of Altoona, county of Blair, and State of Pennsylvania, have made, constituted, and appointed, and by these presents do make, constitute, and appoint William Alleman, of the city of Philadelphia, State aforesaid, my true and lawful attorney for me and in my name, place, and stead (here set out the purposes of the appointment): Giving and granting unto my said attorney by these presents my full and complete authority to act as fully and completely in the premises as I might do if personally present (with power also, an attorney or attorneys under him for that purpose to make and substitute and their authority to revoke); and to do all lawful acts requisite for effecting the premises; hereby ratifying and confirming all that the said attorney, or substitute, or substitutes, shall do therein by virtue of these presents.

In witness whereof, I have hereunto set my hand and seal, the first day of April, A. D. one thousand eight hundred and eighty-five.

Signed, sealed, and delivered in our presence, ALLEN HOLMES, BUTLER BOGGS.	}	WASHINGTON VAUX. [SEAL.]
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NOTE.—Without the words inclosed in parentheses in the above form no power is given to appoint substitutes.

(2.) *Letter of Attorney to two Persons, and in case of death or refusal of either to act, then to the other.*

Know all men by these presents, that I, A. B., of ———, have made, constituted, and appointed, and by these presents do make, constitute, and appoint, C. D. and E. F., of ———, my true and lawful Attorneys for me, and in my name, place, and stead, to (here set out the purposes of the appointment), and in case of the death or absence of either of them, or the refusal of either of them to act by virtue hereof, then I delegate to the other full power and authority in the premises, giving and granting unto my said attorneys or attorney by these presents my full and complete authority to act as fully and completely in the premises as I might do if personally present; with power also an attorney or attorneys under them, or either of them for that purpose to make and substitute, and to do all lawful acts requisite for effecting the premises; hereby ratifying and confirming all that the said attorneys, or either of them, or substitute, or substitutes, shall do therein by virtue of these presents.

In witness whereof, I have hereunto set my hand and seal, the ——— day of ———, A. D. one thousand eight hundred and ———.

Signed, sealed, and delivered }  
in our presence,  
H. H.  
L. L.

A. B. [SEAL.]

(3.) *Short Form of Letter of Attorney to sell a Chattel.*

Know all men by these presents, that I, John Jones, of the city of Altoona, county of Blair, and State of Pennsylvania, do hereby irrevocably constitute and appoint Henry Smith, of Hollidaysburg, said county of Blair, my true and lawful attorney for me and in my name and behalf to sell, transfer, and deliver unto Harrison Woods, or any other person or persons, a certain one-year-old colt, my property, and now in possession of the said Henry Smith.

In witness whereof, I have hereunto set my hand and seal, this tenth day of March, A. D. 1885.

Executed and delivered }  
in presence of  
SAMUEL SMITH,  
M. V. THOMPSON.

JONES JONES. [SEAL.]

(4.) *Another Form to sell and deliver Chattels.*

Know all men by these presents, that I, the undersigned, for value received, do hereby irrevocably constitute and appoint C. D., of ———, my true and lawful attorney, for me and in my name and behalf, to sell, transfer, and deliver to any person or persons (here describe the things to be sold), with power, one or more persons under him to substitute for the purposes aforesaid.

In witness whereof, &c.

(5.) *Letter of Attorney to sell Shares of Stock.*

Know all men by these presents, that I, A. B., of ———, for value received, do hereby make, constitute, and appoint, irrevocably, C. D., of ———, my true and lawful attorney, with full power of substitution and revocation, for and in my name and on my behalf to sell, assign, and transfer all or any part of ten shares of the capital stock of the Altoona Coal and Coke Company now standing upon the books of said company in my name, to any person or persons whomsoever. Hereby fully empowering my said attorney to make and pass all necessary acts for the said assignment and transfer.

Witness my hand and seal, this ——— day of ———, A. D. 18—.

Executed and delivered

in presence of

E. F.

G. H.

A. B. [SEAL.]

(6.) *Letter of Attorney to sell Shares of Stock with Bill of Sale.*

Know all men by these presents, that I, A. B., of ———, for value received, have bargained, sold, assigned, and transferred, and by these presents do bargain, sell, assign, and transfer unto C. D., of ———, ten shares of the capital stock of the Altoona Coal and Coke Company standing in my name on the books of the said company, and do hereby constitute and appoint the said C. D., my true and lawful attorney, irrevocable, for me and in my name and stead, but to my use, to sell, assign, transfer and set over, all or any part of the said stock, and for that purpose to make and execute all necessary acts of assignment and transfer, and one or more persons to substitute with like full power, hereby ratifying and



confirming all that my said attorney, or his substitute or substitutes, shall lawfully do by virtue hereof.

In witness whereof, I have hereunto set my hand and seal, the ——— day of ———, 18—.

Sealed and delivered in  
presence of  
E. F.  
G. H.

A. B. [SEAL.]

(7.) *Letter of Attorney from Vendor to Vendee.*

Know all men by these presents, that I, A. B., of ———, for value received, have bargained, sold, assigned, and transferred, and by these presents do bargain, sell, assign, and transfer, unto C. D., of ———, the following articles, to wit (here enumerate the same), and do herèby constitute and appoint the said C. D. my true and lawful attorney, irrevocable, for me and in my name and stead, but to my use, to sell, assign, transfer, and set over, all or any part of the said (the articles), and for that purpose to make and execute all necessary acts of assignment and transfer, and one or more persons to substitute with like full power, hereby ratifying and confirming all that my said attorney, or his substitute or substitutes, shall lawfully do by virtue hereof.

In witness whereof, I have hereunto set my hand and seal, the ——— day of ———, one thousand eight hundred and ———.

Signed, sealed, and delivered  
in presence of  
E. F.  
G. H.

A. B. [SEAL.]

(8.) *Letter of Attorney to receive Dividends.*

Know all men by these presents, that I, William Sands, of the city of Philadelphia, and State of Pennsylvania, do make, constitute and appoint Theo. H. Wigton, of the city of Altoona, county of Blair, and State aforesaid, to be my true and lawful attorney for me and in my name to receive the dividends which are now due, or which shall hereafter become due and payable, according to law, on all the stock standing in my name upon the books of The Altoona City Passenger Railway Company, with the power, also, to make and substitute an attorney or attorneys under him for that purpose; and to do all lawful acts requisite for effecting the

premises; hereby ratifying and confirming all that my said attorney or his substitutes shall lawfully do by virtue hereof.

In witness whereof, I have hereunto set my hand and seal, this first day of April, A. D. 1885.

Signed, sealed, and delivered in the presence of HOMER HAND, WALTER VAUX.	}	WILLIAM SANDS. [SEAL.]
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(9.) *Letter of Attorney to receive Interest.*

Know all men by these presents, that I, the undersigned, for value received, do hereby irrevocably constitute and appoint C. D., of——, to be my true and lawful attorney, for me and in my name, to receive the interest now due on a certain mortgage recorded in the office for the recording of deeds, &c., in the county of Blair, and State of Pennsylvania, in Mortgage Book Z, page 700, &c., made and executed to me by J. R., of the said county of Blair (or as may be), and further, one or more persons under him to substitute with like power.

In witness whereof, I have hereunto set my hand and seal, this ——— day of ———, 18—.

Witnesses present, E. F. G. H.	}	A. B. [SEAL.]
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(10.) *Letter of Attorney to Vote (Proxy).*

Know all men by these presents, that I, A. B., of ——, do hereby appoint C. D., of ——, to be my substitute and proxy for me, and in my name and behalf to vote at any election of any officers (or as may be), of The Altoona Gas and Water Company, and at any meeting of the stockholders of said company, as fully as I might or could were I personally present (adding, if desirable, *hereby revoking all previous proxies*).

In witness whereof, I have hereunto set my hand and seal, this ——— day of ———, 18—.

Witnesses present, E. F. G. H.	}	A. B. [SEAL.]
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(11.) *Letter of Attorney to Satisfy a Mortgage.*

Know all men by these presents, that I, Joseph Frankish, Jr., of the city of Philadelphia, and State of Pennsylvania, have made, constituted, and appointed, and by these presents do make, constitute, and appoint Frederick L. Sigmund, of the city of Altoona, county of Blair, and State aforesaid, my true and lawful attorney for me and in my name, place, and stead, to appear in the office for the recording of deeds, &c., in and for Blair County, aforesaid, and enter satisfaction upon the margin of the record of a certain mortgage given by Absalom Wordly to me, and recorded in Mortgage Book, Vol. 160, page 650, &c., on premises situate, &c. (here give short description), for two thousand dollars with interest, the debt thereby secured having been paid: Giving and granting unto my said attorney by these presents my full and complete authority to act as fully and completely in the premises as I might do if personally present; hereby ratifying and confirming all that my said attorney shall do therein by virtue of these presents.

In witness whereof, I have hereunto set my hand and seal, the ninth day of January, A. D. one thousand eight hundred and eighty-five.

Signed, sealed, and delivered  
in our presence,  
WILLIAM PRESCOTT,  
HOWARD PERCY.

} JOSEPH FRANKISH, Jr. [SEAL.]

(12.) *Letter of Attorney to Satisfy Mortgage and Receive Principal.*

Know all men by these presents, that I, Joseph A. Boyer, of the city of Philadelphia, and State of Pennsylvania, have made, constituted, and appointed, and by these presents do make, constitute, and appoint Robert Rounder, of the borough of Hollidaysburg, county of Blair, and State aforesaid, my true and lawful attorney for me and in my name to receive the principal and interest due on a certain bond secured by a mortgage given by William Brown, of the said borough of Hollidaysburg, to me, dated the first day of April, A. D. 1880, and recorded in the office for recording deeds, &c., in and for the said county of Blair, in Mortgage Book, Vol. No. 97, page 500, &c., to secure the payment of the sum of five thousand dollars, with interest, as therein expressed, upon all that certain, &c. (here describe the premises), and on receipt of said principal and interest and costs to appear for me and in my name, in the

aforesaid office for recording deeds, &c., and there to acknowledge and enter satisfaction on the margin of the record of said mortgage; and also for me and in my name to make the necessary transfer of any policy or policies of insurance upon the mortgaged premises which may now stand in my name: Giving and granting unto my said attorney full power and authority to do and perform all lawful acts requisite for effecting the premises; hereby ratifying and confirming all that the said attorney shall do therein by virtue of these presents.

In witness whereof, I have hereunto set my hand and seal, the first day of April, in the year of our Lord one thousand eight hundred and eighty-five.

Signed, sealed, and delivered in the presence of us, SAMUEL COLLINS, GEORGE JOHNSON.	}	JOSEPH A. BOYER. [SEAL.]
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(13.) *Letter of Attorney to Lease Lands.*

Know all men by these presents, that I, Bosler Box, of the city of Altoona, county of Blair, and State of Pennsylvania, have made, constituted, and appointed, and by these presents do make, constitute, and appoint Sylvester Savage, of Oakville, Live Oak County, and State of Texas, my true and lawful attorney for me and in my name, place, and stead, to demise, lease, and to farm let, by leases duly executed, for such term or number of years, at such yearly or other rents, in money or kind, and to such person or persons as he may think fit, all that certain, &c. (here describe the premises): Giving and granting unto my said attorney by these presents my full and complete authority to act as fully and completely in the premises as I might do if personally present; with full power also of substitution and revocation, and to do all lawful acts requisite for effecting the premises; hereby ratifying and confirming all that the said attorney, or substitute or substitutes, shall do therein by virtue of these presents.

In witness whereof, I have hereunto set my hand and seal, the twentieth day of February, A. D. one thousand eight hundred and eighty-five.

Signed, sealed, and delivered in our presence, S. M. SELLERS, AND. GAMALE.	}	BOSLER BOX. [SEAL.]
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(14.) *Letter of Attorney to Sell Real Estate.*

Know all men by these presents, that I, John Sparhawk, of the city of Philadelphia, and State of Pennsylvania, have made, constituted, and appointed, and by these presents do make, constitute, and appoint Hollinger Cavindish, of the borough of Miami, county of Saline, and State of Missouri, my true and lawful attorney for me and in my name, place, and stead, to bargain, sell, and convey in fee simple, by deed of general or special warranty, for such price, upon such terms of credit, and upon such security, and to such person or persons as to him shall seem fit, all that certain, &c. (here describe the premises): Giving and granting unto my said attorney by these presents my full and complete authority to act as fully and completely in the premises as I might do if personally present; with power also an attorney or attorneys under him for that purpose to make and substitute, and to do all lawful acts requisite for effecting the premises; hereby ratifying and confirming all that the said attorney, or substitute, or substitutes, shall do therein by virtue of these presents.

In witness whereof, I have hereunto set my hand and seal, the second day of April, A. D. one thousand eight hundred and eighty-five.

Signed, sealed, and delivered  
in our presence  
THOMAS JONES,  
SAMUEL SHARP.

JOHN SPARHAWK. [SEAL.]

(15.) *Another Form to Sell Real Estate.*

Know all men by these presents, that I, Amon F. Hall, of the city of Altoona, county of Blair, and State of Pennsylvania, have made, constituted, and appointed, and by these presents do make, constitute, and appoint J. Frank Webster, of the village of Charlestown, county of Jefferson, and State of West Virginia, my true and lawful attorney for me and in my name, place, and stead, to grant, bargain, sell, and convey all that part and parcel of real estate situate in the county of Jefferson and State of West Virginia aforesaid, and described as follows, to wit (here fully describe the premises): with the appurtenances thereunto belonging or in any-wise appertaining; and all my estate, right, title, and interest therein, to such person or persons, and for such sum or sums of

money, either wholly for cash, or credit, or partly for both as my said attorney shall deem most to my profit and advantage; and upon such sale being effected or negotiated, to make, seal, acknowledge, and deliver, in due form of law, a suitable and proper deed with general or special warranty as my said attorney may deem expedient, and in my name to accept, receive, and receipt for all and every the sum or sums of money whatsoever which shall be coming to me or payable on account of such sale, and upon receipt thereof in my name to make and deliver proper and suitable receipts and acquittances therefor: Giving and granting unto my said attorney by these presents my full and complete authority to act as fully and completely in the premises as I might do if personally present; with power also an attorney or attorneys under him for that purpose to make and substitute, and their authority to revoke, and to do all lawful acts requisite for effecting the premises; hereby ratifying and confirming all that the said attorney, or substitute, or substitutes, shall do therein by virtue of these presents.

In witness whereof, I have hereunto set my hand and seal, the twentieth day of April, A. D. one thousand eight hundred and eighty-five.

Signed, sealed, and delivered }  
 in our presence,  
 SAMUEL TOMPKINS,  
 JOSIAH CRUMMINS. }

AMON F. HALL. [SEAL.]

(16.) *Letter of Attorney to Demand a Debt.*

Know all men by these presents, that I, Wilbur Walker, of the city of Pittsburgh, and State of Pennsylvania, have made, constituted, and appointed, and by these presents do make, constitute, and appoint Edwin Hutter, of the city of Altoona, and State aforesaid, my true and lawful attorney for me and in my name, place, and stead, to ask, demand, sue for, recover, and receive all such sum or sums of money, debts and demands which are or shall be due, owing, payable, and belonging to me by or from Hadon Jinks, of the said city of Altoona, and having so received or recovered the same as aforesaid, for me and in my name to make, seal, and deliver acquittances, or other sufficient discharges as may be required in the premises, and in default of payment thereof to have, use, and take all lawful means and proceedings, for the recovery thereof, or

to compound and compromise the same upon such terms and at such figures as to my said attorney shall seem meet: Giving and granting unto my said attorney by these presents my full and complete authority to act as fully and completely in the premises as I might do if personally present; with power also an attorney or attorneys under him for that purpose to make and substitute, and to do all lawful acts requisite for effecting the premises; hereby ratifying and confirming all that the said attorney, or substitute, or substitutes shall do therein by virtue of these presents.

In witness whereof, I have hereunto set my hand and seal, the tenth day of February, A. D. one thousand eight hundred and eighty-five.

Signed, sealed, and delivered }  
in our presence,  
JACOB JOCKS,  
LADON LANKER. }

WILBUR WALKER. [SEAL.]

(17.) *Letter of Attorney to Institute Suit.*

Know all men by these presents, that we, E. F. Stone and M. L. Roberts, trading and doing business under the firm name of Stone & Roberts, of the city of Philadelphia, and State of Pennsylvania, have made, constituted, and appointed, and by these presents do make, constitute, and appoint Howard Quader, Esq., of the city of Altoona, State aforesaid, our true and lawful attorney in law and fact for us and in our name, place, and stead to institute an action of trespass on the case upon promises, in the Court of Common Pleas of the said county of Blair, against the firm of Hardup & Slowboy, of said county, and the same to conduct to trial and judgment in as expeditious a manner as may be, and to conduct the prosecution of the said action so to be brought in such manner as to him shall seem most conducive to our interests: Giving and granting unto our said attorney by these presents our full and complete authority to act as fully and completely in the premises as we might do if personally present in said Court; with power also an attorney or attorneys under him for that purpose to make and substitute, and to do all lawful acts requisite for effecting the premises; hereby ratifying and confirming all that the said attorney, or substitute, or substitutes, shall do touching the prosecution of the said action by virtue of these presents.

In witness whereof, we have hereunto set our hands and seals, the twentieth day of March, A. D. one thousand eight hundred and eighty-five.

Signed, sealed, and delivered in our presence, EDWIN LARKIN, PETER PARKER.	}	E. F. STONE, [SEAL.] M. L. ROBERTS. [SEAL.]
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(18.) *Letter of Attorney to Prosecute an Action Pending.*

Know all men by these presents, that I, A. B., of ———, have made, constituted, and appointed, and by these presents do make, constitute, and appoint C. D., Esq., of ———, my true and lawful attorney in law and in fact for me and in my name, place, and stead, to appear in a certain plea or action commenced and pending in the ——— Court of ——— County, in which I am plaintiff and E. F. is defendant, and take charge of, conduct, and prosecute the same to final judgment, or to settle and compromise the said action upon such terms as to my said attorney shall seem meet: Giving and granting unto my said attorney by these presents my full and complete authority to act as fully and completely in the premises as I might do if personally present in said Court; with power also an attorney or attorneys under him for that purpose to make and substitute, and to do all lawful acts requisite for effecting the premises; hereby ratifying and confirming all that the said attorney, or substitute, or substitutes, shall do therein by virtue of these presents.

In witness whereof, I have hereunto set my hand and seal, the ——— day of ———, A. D. one thousand eight hundred and ———.

Signed, sealed, and delivered in our presence, G. H., I. J.	}	A. B. [SEAL.]
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(19.) *To Acknowledge a Conveyance.*

——— to appear before any officer authorized by the laws of the State of Pennsylvania, to take acknowledgments, &c., and there acknowledge for me and in my name a certain (deed, mortgage, or as may be), bearing date the ——— day of ———, which I, the ———, signed, sealed, and delivered as my act and deed: Giving and granting, &c.



(20.) *To Conduct Business.*

——— to take entire charge and control of my business at ——, to purchase and sell either for cash or on credit all such goods, wares, articles, and merchandise as pertain and belong to the business of ——, and are usually kept for sale in a store of that kind; to sign, endorse, and accept all notes, bills, and drafts; to ask, demand, receive, collect, sue for, prosecute, compromise, compound, and settle all claims, demands, or debts due or to become due, now existing or hereafter to exist in my favor; to adjust and pay all claims and demands arising against me in connection with said business, and otherwise to use and employ all proper means, rights, remedies, and usages that are most likely to promote and secure the safety and success of the said business, the prompt collection and early settlement of indebtedness, the most judicious purchases and largest sales therein, and for all and every other matter and thing belonging, pertaining, or connected with said business: Giving and granting, &c.

◆ (21.) *To Collect Rents.*

——— to ask, demand, distrain, and sue for, collect, and receive all such rents and arrears of rent as now are or may hereafter grow due or owing to me from H. F., of ——, from any person or persons as tenants under him, as occupants or tenants of all that certain, &c. (here describe the premises), held by the said H. F. as tenant under me, under an indenture of lease bearing date the —— day of ——, and upon receipt of such rent to make and give proper receipts and acquittances therefor: Giving and granting, &c.

(22.) *To Manage Real Estate.*

——— to exercise general control and supervision over all that certain tract or piece of land lying and being situate, &c. (here describe the premises); to rent the same to any person or persons, and upon such terms as my said attorney shall deem proper; to demand, receive, and collect the rents thereof, and to execute receipts and acquittances for such rent when paid; to prevent, hinder, and forbid all trespassing and waste thereon; to sue for, collect, recover, compound, and receive all damages which may accrue by reason of any trespasses or waste thereon, and for all

debts or moneys due or owing from the gains and profits which have or may hereafter arise from or out of said premises: Giving and granting, &c.

(23.) *To Execute a Bond and Mortgage.*

——— to negotiate for my use a loan of ——— dollars for the term of ——— years, and for the securing the payment thereof to execute and deliver a good and sufficient mortgage upon all that certain, &c. (here describe the premises), and to include in said mortgage, and such bond as may accompany the said mortgage, and which bond my said attorney is hereby also authorized and empowered to execute and deliver, the usual provisions for insurance, interest, and taxes, and with waiver of the exemption laws of this Commonwealth, &c.: Giving and granting, &c.

(24.) *To Receive a Legacy.*

——— to ask, demand, sue for, recover, and receive of and from A. B., executor of the last will and testament of C. D., late of, &c., deceased, or in whose hands soever the same may be found, the sum of ——— dollars (or as may be), bequeathed to me by the said C. D., as by reference to the said last will and testament, duly proved and remaining in the register's office in and for the county of ———, will appear; and having so received the same, to make, execute, and deliver all necessary and proper receipts, releases, discharges, and acquittances for the same: Giving and granting, &c.

(25.) *To make Partition.*

——— to make partition and division with the other heirs of my late father (or as may be), deceased, of his estate, real and personal, and my share and part of his personal estate to accept and receive; and upon any partition or division to enter upon, and take possession of any lands, tenements, or hereditaments, which may be set off to me as my share and purpart of the real estate aforesaid; and to enter into any covenant or agreement respecting my share and purpart of the said estate, real or personal, which my said attorney may deem to my interest and advantage; and in my name and for my use, to demand, sue for, recover, receive, and take possession of all and singular the lands, tenements, and hereditaments, sum and sums of money, goods, and chattels withheld from me, to which I am entitled, and which I may lawfully claim from the heirs, executors,

or administrators of my said father (or as may be), or any other person or persons whatsoever; with power, also, to appear for me either as plaintiff or defendant in any plea or action brought in any court of law, in any matter or thing touching or affecting my interests in the premises, and in which any action, plea, or suit is necessary to be commenced or presented, or defence made necessary to protect my interests aforesaid: Giving and granting, &c.

(26.) *General Letter of Substitution.*

To all persons to whom these presents shall come: Whereas A. B., of ———, in and by a letter of attorney, bearing date the ——— day of ———, A. D. 18—, did make, constitute, and appoint C. D. to, &c. (as in original power), as in and by said letter of attorney recorded (or intended to be recorded) in, &c., relation being thereunto had appears: Now know ye, that the said C. D., by virtue of the power and authority given to him by the said recited letter of attorney, hath made, substituted, and appointed, and by these presents doth make, substitute, and appoint E. F., of ———, to be the true and lawful attorney of the said A. B., the constituent in the foregoing letter of attorney named, to do, execute, and perform all such acts, deeds, matters, and things as shall and may be requisite and necessary to be done and performed for effecting the purposes and object in the said letter of attorney contained, as fully and effectually, in all respects and to all intents and purposes, as I, myself, might or could do (by virtue of the power aforesaid) if personally present; hereby ratifying and confirming all and whatsoever my said substitute may lawfully do in virtue hereof.

In witness whereof, I have hereunto set my hand and seal, the ——— day of ———, A. D. 18—.

Executed and delivered  
in presence of  
H. I.,  
J. K.

C. D. [SEAL.]

(27.) *Letter of Substitution by Endorsement.*

Know all men by these presents, that I, C. D., of ———, by virtue of the power and authority to me given, in and by the within letter of attorney of A. B., of ———, do make, substitute, and appoint E. F., of ———, as well for me as the true and lawful attorney and substitute of the said constituent named in the said letter of

attorney, to do, execute, and perform all and every thing requisite and necessary to be done, as fully, to all intents and purposes, as the said constituent or I, myself, could do if personally present; hereby ratifying and confirming all that the said attorney and substitute hereby made shall do in the premises by virtue hereof and of the said letter of attorney.

In witness whereof, I have hereunto set my hand and seal, the \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord one thousand eight hundred and \_\_\_\_\_.

Sealed and delivered in the  
 presence of  
     G. H.,  
     I. J.

C. D. [SEAL.]

(28.) *Letter of Revocation.*

To all to whom these presents shall come: Whereas I, A. B., of \_\_\_\_\_, did heretofore, to wit, on the \_\_\_\_\_ day of \_\_\_\_\_, by a certain letter of attorney, empower C. D., of \_\_\_\_\_, for me and in my name, place, and stead, to (here state authority as delegated in the original letter), as by the same writing, relation being thereunto had, at large appears: Now know ye, that I, the said A. B., for divers good causes and valuable considerations, have revoked, recalled, countermanded, and made void, and by these presents do revoke, recall, countermand, and to all intents and purposes make null, void, and of none effect, the said writing or letter of attorney, and all powers and authorities therein and thereby given and granted; and all other matters and things therein, or in any of them contained; and all acts, matters, and things whatsoever, which shall or may be acted, done, or performed, by virtue or means thereof, in any manner whatsoever. (If another attorney is appointed, say: "hereby nominating, constituting, and appointing E. F., of \_\_\_\_\_, as well my true and lawful attorney for me, and in my name, place, and stead, as substitute for the said C. D., to execute and perform all such acts, deeds, matters, and things as the said C. D. was delegated and empowered to do, under the aforesaid letter of attorney.")

In witness whereof, I have hereunto set my hand and seal, this the twentieth day of March, A. D. 1885.

Executed and delivered }  
in presence of }  
R. S., }  
Q. R. }

A. B. [SEAL.]

### AUDITOR.

AN AUDITOR, in practice, is an officer of the Court appointed for the purpose of auditing, settling, and adjusting the accounts of trustees, etc., or of making distribution of the balance in the hands of the accountant, or for both purposes.

Auditors are generally appointed by the Court under petition in each specific case, and their duties as a rule are defined by statutory law.

Following are a few forms of reports of Auditors:—

#### (1.) *Report of Auditor on an Administrator's Account.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The Auditor appointed by said Court to audit, settle, and adjust the account of Edwin Hutter, administrator of the estate of Edmund Edwards, late of the city of Altoona, in said county, deceased, and to report distribution of balance in the hands of said administrator (or as may be), respectfully reports:

That having been duly qualified, and having given due and legal notice of the time and place of meeting according to law and the rules of Court by advertisements inserted for three weeks in two newspapers published in said county, viz., the Morning Tribune and Register, he proceeded to the discharge of the duties of his appointment, at the time and place in said notice mentioned, to wit, at his office, in the city of Altoona, in said county, on the 15th day of January, A. D. 1885, at 10 o'clock A. M., of said day, and on the several days to which the meetings were adjourned, and was attended upon the said several days by A. V. Dively, Esq., counsel for the accountant, and by E. M. Buckley, Esq., counsel for Clara Edwards, claimant upon the fund in hands of said administrator.

The account of said administrator (a certified copy of which is hereto annexed) was vouched, and found upon examination to be

correct, and (or "the account of said administrator, as confirmed by said Court) shows a balance in hands of said administrator for distribution of . . . . \$5000 00

Expenses of audit, viz:

Auditor's fee . . . . .	\$50 00	
Advertisement . . . . .	5 00	
Clerk of Orphans' Court, copy of account and filing report . . . . .	10 00	
	<hr/>	65 00
		<hr/>
		\$4935 00

No claims for debts of any kind were presented before your Auditor, and it having been shown to his satisfaction that the decedent died intestate, leaving no one to survive him but one daughter, viz., Clara Edwards, hereinbefore named, and as by the Intestate Laws of this State the said Clara Edwards is entitled to said balance, the Auditor awards the same, to wit, the aforesaid sum of four thousand nine hundred and thirty-five dollars, to her accordingly.

All of which is respectfully submitted.

EDWIN M. AMIES,  
Auditor.

(2.) *Another Form of Report on Administrator's Account.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The Auditor appointed by said Court to audit, settle, and adjust the account of Thomas Trotter and George Darnley, administrators of Henry Grace, late of the township of Huston, in said county, deceased, and to report distribution of the balance in hands of said administrators, respectfully reports:

That having been duly qualified, and having given due public notice of the time and place of meeting according to law and the rules of Court by advertisement made in the Register and Evening Call, two newspapers published within said county of Blair, for three successive weeks, he proceeded to the discharge of the duties of his appointment, at the time and place in said notice mentioned, to wit, on the second day of February, A. D. 1885, at 10 o'clock of the forenoon of said day, at his office in the borough of Hollidays-

burg, in said county, at which meeting he was attended by Thomas Trotter, one of said administrators, and by his counsel, A. S. Landis, Esq.

It appears from the testimony before your Auditor, that said Henry Grace died intestate, leaving to survive him a widow, Josephine Grace, and ten children, or their descendants, to wit, four sons, viz., John Grace, Jesse Grace, William Grace, and Morris Grace, and six daughters, viz., Elizabeth, intermarried with Job Richards; Henrietta, intermarried with John Prior; Isabella, intermarried with Peter Brown; Jennie, intermarried with James Wolfe; Rebecca, intermarried with Clarence Corbit, and Mary Ann, intermarried with Samuel Bookhammer, the said Mary Ann, however, as well as her husband, having since died, leaving to survive them three children, viz., Thomas, Robert, and Jesse.

The account of said administrators as filed in the Register's Office of Blair County aforesaid and confirmed *nisi*, November 10, 1884, by the Orphans' Court of said county, shows a balance in their hands of \$1868.38.

In addition to the credits already claimed and allowed, the said administrators presented the following claims for allowance, viz:—

Bill of Dr. John H. Ross . . .	\$100 07	
Bill of A. J. Anderson, merchandise . .	39 27	
		<hr/> \$139 34

In addition to the above specified amounts, the administrators ask allowance for the sum of \$58.26, alleged to be due to Mrs. Matilda Holmes, widow of John Holmes, and paid her as dower due and chargeable upon certain real estate of which the said Henry Grace became in his lifetime the purchaser, after the death of the said John Holmes. No objection to these several claims having been made, your Auditor concluded their correctness, and allowed their payment out of the funds in the hands of the above-named administrators.

The widow, Josephine Grace, under Act of April 14, 1851, elected to retain property of said decedent to the value of three hundred dollars, which was allowed her, and with which sum said administrators credited themselves in their account.

No legal question being involved, your Auditor proceeds to distribute as follows the said sum of . . . \$1863 38

Auditor's fee . . . .	\$25 00	
Advertisement . . . .	4 00	
Clerk of Court, copy of account, &c. . . .	3 00	
	<hr/>	\$32 00
Amt. due Dr. John H. Ross . . . .	100 07	
“ “ A. J. Anderson . . . .	39 27	
“ paid Mrs. Matilda Holmes . . . .	58 26	
	<hr/>	229 60

Leaving balance for distribution of . . . . \$1638 78

Of this amount, Josephine Grace, widow of said decedent, is entitled to one-third, or . . . . 546 28

Less amount already paid her as per account of said administrators, being . . . . \$360 18

Balance due said widow . . . . 186 10

Leaving for distribution among the children of said decedent and their representatives, as above named \$1092 50

Of this amount—

John Grace receives one-tenth, or . . . .	\$109 25	
Jesse Grace “ “ “ . . . .	109 25	
William Grace “ “ “ . . . .	109 25	
Morris Grace “ “ “ . . . .	109 25	
Elizabeth Richards receives one-tenth, or . . . .	109 25	
Henrietta Prior “ “ “ . . . .	109 25	
Isabella Brown “ “ “ . . . .	109 25	
Jennie Wolfe “ “ “ . . . .	109 25	
Rebecca Corbit “ “ “ . . . .	109 25	
Thomas Bookhammer,	}	109 25
Robert Bookhammer,		
Jesse Bookhammer,		
Surviving children of Mary Ann Book-		
hammer, deceased, as hereinbefore		
stated, the sum of \$36.41½, each, }	<hr/>	\$1092 50

Which said amount is to be paid them or their legal representatives, by the said administrators as provided by the statutes of this Commonwealth.

All of which is respectfully submitted.

FRED. JAEKEL, Auditor.



(3.) *Report of Auditor on Executor's Account.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The Auditor appointed by the Court to report distribution of the balance in the hands of Martin Smith, executor of the last will and testament of John Smith, late of North Woodbury Township, said county, deceased, as appears by the account of said executor, confirmed by said Court on November 1st, A. D. 1884, begs leave to submit the following:—

That having given due and legal notice of the time and place of meeting for three weeks in two newspapers published in said county, to wit, the Register and Radical, he sat for the purposes of his appointment on Thursday the fifteenth day of January, A. D. 1885, at his office in the borough of Hollidaysburg, in said county, at which place and time appeared the said executor by his attorney H. M. Baldrige, Esq., who requested a continuance to the following day, with which request your Auditor complied.

On Friday, the sixteenth day of said month, your Auditor was attended by said Martin Smith, executor, and his attorney, H. M. Baldrige, Esq., and at which time the following distribution was made of the balance in hands of said accountant:—

John Smith died March 1st, 1882, testate, leaving to survive him a widow, Nancy Smith, and three children, viz., William Smith, Henry Smith, and Sarah Smith, now intermarried with Charles Fox. The last will and testament of said deceased was duly admitted to probate by the Register of Wills of Blair County, on March 15, 1882, and wherein it is directed amongst other things as follows: "I desire my said executor (Martin Smith), so soon as practicable after my decease, to sell all my real estate wherever situate, and the proceeds thereof I direct shall be distributed equally among my widow and children."

It appears from evidence produced before your Auditor, that Martin Smith, executor aforesaid, in accordance with the aforesaid directions, within three months after the death of the said testator, sold the only real estate of which he in his lifetime was possessed, viz., a tract or piece of land situate in the said township of North Woodbury, realizing from said sale the sum of five thousand five hundred dollars, upon such terms as that the entire purchase-money, with certain interest thereon, has been paid to said executor by the purchaser, Paul Holt. It appears, also, that after the sale of said

real estate it was discovered that the personal property of said decedent was not sufficient for the payment of his debts, and thereupon such proceedings were had that part of the money realized from the sale of said real estate was directed towards the payment of the debts of said decedent and the expenses of administration, as will fully appear by a reference to the account of said executor hereinbefore referred to:—

The balance in hands of executor for distribution is      \$5100 00

Deduct expense of Audit, viz:

Auditor's fee . . . . .	\$30 00
Clerk of Orphans' Court, copy of account, &c. . . . .	10 00
Advertising ' . . . . .	5 00
	<hr/>
	45 00
Balance . . . . .	\$5055 00

Which amount is, in accordance with the provisions of the will of said decedent, equally divided among those who, under the same, are entitled thereto as follows:—

Nancy Smith—widow . . . . .	\$1263 75
William Smith . . . . .	1263 75
Henry Smith . . . . .	1263 75
Sarah Smith—intermarried with Charles Fox . . . . .	1263 75

All of which is respectfully submitted.

B. L. HEWETT,  
Auditor.

(4.) *Report of Auditor on Guardian's Account.*

To the Honorable the Judges of the Orphans' Court of Blair County.

In the matter of the account of William Woods, guardian of Philip Cox, Samuel Cox, and Lizzie Cox, minor children of Abram Cox, late of the city of Altoona, county of Blair, aforesaid, deceased.

The Auditor appointed by said Court to hear and decide exceptions filed to the account of the above-named guardian, and to report distribution of the balance in hands of said accountant, respectfully reports:

That having given due notice of his appointment, and of the time and place of meeting, according to law, and the rules of said Court by advertisement for three successive weeks in the Evening Call and Morning Tribune, two newspapers published and of general circulation in said county, he proceeded to the discharge of the duties of his appointment at the time and place fixed by said

notice, to wit, on Saturday, March 9, 1884, at 10 o'clock A. M., at his office in the city of Altoona aforesaid, at which time and place, as well as at the several times to which said meeting was adjourned or continued, he was met and attended by the accountant and his counsel D. J. Neff, Esq., as well as by A. J. Riley and M. Alexander, Esqs., representing, respectively, certain parties in interest as hereinafter appears.

The fund in the hands of accountant, and to which the said minor children are entitled, appears, from the evidence adduced before your Auditor, to be a fund bequeathed to said minors by the last will and testament of Gideon Cox, their grandfather, who died on the tenth day of June, A. D. 1880, and which amount so bequeathed as aforesaid, was paid by the executor of said Gideon Cox to William Woods, guardian of said minors, their father, Abram Cox, having died several years previous to their grandfather.

Upon an examination made, the credits claimed by said accountant corresponded with the vouchers produced by him, and are all allowed. The balance in his hands as per his account as filed is \$6500.00.

The only exception filed to said account is that of Mrs. Elizabeth Cox, widow of Abram Cox, deceased, and mother of said minors, who, by her attorney, A. J. Riley, Esq., claimed that the amount charged as compensation by said accountant was excessive and illegal. The fund which originally came into accountant's hands from the executor of Gideon Cox was \$7600.00; \$1100.00 of which said amount, with the earnings of the original \$7600.00, have been expended in the maintenance and education of the said minors, and all the evidence adduced before your Auditor showed that great care was exercised at all times by the said accountant, both in his investments and his expenditures, that the interests of his wards should be properly protected, and in the light of all the evidence, the notes of which are attached hereto, your Auditor overrules the said exception, and allows the compensation as charged in said account, viz., \$350.00, being satisfied, besides, that the authorities upon the question of compensation of trustees, etc., justify the finding of your Auditor.

The said widow, also, through her counsel, A. J. Riley, Esq., claims to have allowed her the amount of \$300.00, expenses incurred by her in the maintenance of said minors, a matter which was referred to your Auditor since his appointment by your Honorable Court under a petition presented to said Court by the said widow for that purpose. This claim under the testimony is allowed.

M. Alexander, Esq., as counsel for Jacob Snyder, presents a claim for allowance of \$75.00 for two suits of clothing, furnished the said Samuel and Philip Cox, respectively, the payment of which the said guardian resists upon the ground that the said clothing was so furnished the said minors without any authority, and the prices thereof were, besides, excessive. The evidence shows that for a number of years the claimant furnished said minors with their clothing, sometimes receiving the order therefor from the guardian in person, sometimes by a writing of said guardian, and several times verbally from one or the other of said minors. At no time did the said guardian object to or repudiate any previous account of said claimant, however the order may have been given, and your Auditor is of the opinion that in view of the character of the former transactions between them it is too late now to object to a credit given upon the verbal order of the wards of the accountant, nor was there any, the least, evidence that the bill of said claimant was excessive. The said claim is therefore allowed.

A claim was also made by said accountant for \$25 paid by him to Dr. J. S. Mardis, since filing his account, for dental work done for said Lizzie Cox, and \$30 to Dr. W. S. Ross for medical attendance given said Philip Cox, both of which are allowed.

Balance in hands of accountant . . . . .	\$6500 00
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From which deduct:

Amount allowed Mrs. Elizabeth Cox . . .	\$300 00
“ “ Jacob Snyder . . .	75 00
“ “ Accountant . . .	55 00

Expenses of Audit:	430 00
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Auditor's fee . . . . .	\$50 00
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Clerk of Orphans' Court, copy of account, &c. . . . .	10 00
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Advertising . . . . .	5 00
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65 00
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495 00
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Balance . . . . .	\$6005 00
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Share of Philip Cox	} \$2001.66 $\frac{2}{3}$ each.
“ Samuel Cox	
“ Lizzie Cox	

All of which is respectfully submitted.

A. V. DIVELY,  
Auditor.

(5.) *Report of Auditor on Trustee's Account.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The Auditor appointed to audit, settle, and adjust the account of Charles Charles, trustee under the last will and testament of Mathew Martin, late of the borough of Tyrone, county of Blair aforesaid, deceased, and to distribute the balance in the hands of said trustee, respectfully reports:

That having been duly qualified, and having given due and legal notice, as required by law and the rules of said Court, by public advertisement for three successive weeks in the Radical and News, two newspapers published in said county, of the time and place of meeting, to wit, on Friday the tenth day of April, A. D. 1885, at 10 o'clock A. M., at his office in the borough of Tyrone, in said county, he sat for the purposes of his appointment, at which time and place he was attended by A. A. Stevens, Esq., counsel for said trustee as well as by the trustee himself.

After a due examination of said trustee's account and the several vouchers thereto relating, the same was passed by your Auditor.

By the last will and testament of said Mathew Martin, deceased, the said Charles Charles is appointed executor thereof, with full power to make sale of real estate, &c., and it is then therein declared as follows: "I give, devise, and bequeath, &c." (inserting the provisions of the will in relation to the estate of minors).

It will be seen by a reference to the account, a copy of which is hereto attached, that the income of the real estate has been applied to the support, maintenance, and education of the said minors, viz., George Martin and Katharine Martin, and that the amount with which said trustee is chargeable is the balance in his hands as executor of said Mathew Martin, deceased, as appears by reference to the report of the Auditor appointed by this Honorable Court, a copy of which is filed herewith, to whom was referred the adjustment of the account of said Charles Charles as executor, which said balance is \$10,000, reduced by the expenses of this audit as follows:—

Balance in hands of executor . . . . .	\$10,000 00	
Expense of audit:		
Auditor's fee . . . . .	\$50 00	
Advertising . . . . .	5 00	
Cash to Clerk of Orphans' Court, filing account, &c. . . . .	10 00	
	<hr/>	65 00
Balance in hands of trustee . . . . .		\$9935 00

The Auditor therefore directs that the said trustee invest the said sum of \$9935, the income thereof to be applied for the purposes and uses in said will declared, until the time shall have arrived when, under the will, the principal is to be divided and disposed of as is in said will further directed and declared.

Respectfully submitted.

WM. L. PASCOE,  
Auditor.

(6.) *Report of Auditor Distributing Fund raised by Sale in Partition.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The Auditor appointed to make distribution of the fund in the hands of James P. Stewart, trustee, to make sale of purpart No. 1, in proceedings in partition of the estate of Alexander Robb, late of the township of Logan, in said county, deceased, respectfully reports:

That having been duly qualified, and having given due and legal notice as required by law and the rules of said Court by public advertisement for three successive weeks in the Morning Tribune and Altoona Sun, two newspapers published and of general circulation in said Blair County, of the time and place of meeting, to wit, on Tuesday, the 26th day of February, A. D. 1885, at 10 o'clock A. M., at his office in the city of Altoona, in said Blair County, he sat for the purposes of his appointment, at which time and place he was attended by Wm. M. Beyer, Esq., attorney for the estate, and by Edmund Shaw, Esq., attorney for the widow and heirs of decedent.

From the evidence adduced, which is hereto attached, the Auditor finds the following statement of facts:—

Alexander Robb, said decedent, died on the 1st day of March,

A. D. 1883, leaving to survive him a widow, Sarah Robb, and five children, viz., Henry Robb, Samuel Robb, Charles M. Robb, Ellen Robb, intermarried with Salam McGuire, and Ephraim Robb, the latter being a minor, and having for his guardian John Heilman, of the city of Altoona, aforesaid.

That prior to proceedings had in partition the said Ellen McGuire and her said husband accepted certain real estate from the other heirs, in lieu of and in full satisfaction of their interest in the balance of said decedent's estate, for which said real estate a deed was duly executed to them by said other heirs.

That the fund for distribution arose from a sale of real estate designated as purpart No. 1, under proceedings had in partition, and was sold by the trustee aforesaid under an appointment made for that purpose by your Honorable Court; the dower interest of the said widow to be secured by bond and mortgage on said premises.

That John Jones became the purchaser of said purpart for the price or sum of \$6000, and that the proceeds of said sale for distribution amounts to \$5940, as appears by the account of said trustee confirmed by said Orphans' Court of Blair County on the 18th day of December, A. D. 1884.

That the said Alexander Robb died indebted to John London in a certain judgment in the Court of Common Pleas of Blair County, as follows:—

John London	} No. 700.	October Term, 1882.
<i>vs.</i>		
Alexander Robb.		
Debt (Judgment) . . . . .		\$400 00
Interest, October 1, 1882 . . . . .		56 59
Costs . . . . .		4 40
		<hr/> \$460 99

That Samuel Robb, a son and heir of said decedent, and a claimant on the fund for distribution, is indebted to John W. Cherry in a certain judgment, being a lien against his share, in the Court of Common Pleas of Blair County, as follows:—

John W. Cherry	} No. 462.	June Term, 1884.
<i>vs.</i>		
Samuel Robb.		
Debt (Judgment) . . . . .		\$200 00
Interest, April 10, 1884 . . . . .		9 60
Costs . . . . .		7 90
		<hr/> \$217 50

The Auditor is of the opinion, as conclusions of law:

That the costs of audit must be first deducted from the fund for distribution.

That the amount of the above-stated judgment in favor of John London and against said decedent—debt, interest, and costs—must be deducted from said fund before distribution to said widow and heirs.

That the amount of the above-stated judgment in favor of John W. Cherry and against Samuel Robb—debt, interest, and costs—must be deducted from the share in said fund of said Samuel Robb.

That distribution is otherwise to be made as provided by the Intestate Laws of Pennsylvania.

Your Auditor, therefore, proceeds to make distribution of said fund as follows:—

Fund in hands of trustee . . . . .	\$5940 00	
Deduct expense of audit, viz:		
Auditor's fee . . . . .	\$50 00	
Advertising . . . . .	5 00	
Clerk of Orphans' Court . . . . .	10 00	
	<hr/>	65 00
Balance . . . . .	\$5875 00	
Amount due John London on judgment above stated .	460 99	
	<hr/>	
For distribution to widow and heirs . . . . .	\$5414 01	
To Sarah Robb, widow, $\frac{1}{3}$ during life, to be secured on premises . . . . .	1804 67	
	<hr/>	
For distribution among said heirs equally . . . . .	\$3609 34	
as follows:—		
Henry Robb, $\frac{1}{4}$ of \$3609.34 . . . . .	\$902 33 $\frac{1}{2}$	
Samuel Robb, $\frac{1}{4}$ of \$3609.34.		
Less amt. payable to John W. Cherry, being	217 50	
Payable to said Samuel Robb . . . . .	684 83 $\frac{1}{2}$	
Charles M. Robb, $\frac{1}{4}$ of \$3609.34 . . . . .	902 33 $\frac{1}{2}$	
Ephraim Robb,		
John Heilman, Guardian, } $\frac{1}{4}$ of \$3609.34 .	902 33 $\frac{1}{2}$	
	<hr/>	\$3609 34

Respectfully submitted.

G. L. OWENS,  
Auditor.



(7.) *Another Form of Auditor's Report distributing Fund arising from Sale in Partition.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The undersigned Auditor appointed to distribute the money paid into Court by John Musselman; being the purchase-money or appraised valuation of a certain purpart of the real estate lately belonging to David Musselman, late of said county, deceased, which said purpart was decreed to said John Musselman, by virtue of certain proceedings had in partition (see Orphans' Court Docket G, page 8), would respectfully submit the following report:—

Your Auditor appointed Saturday, August 21st, A. D. 1880, at 10 o'clock A. M., at his office in the borough of Hollidaysburg, in said county, as the time and place at which he would attend to the duties of his said appointment, and gave due and legal notice thereof by publication in the Register and Radical, two weekly newspapers published in said county, for three successive weeks pending the time so fixed as aforesaid, and also by notice in writing, posted in the Prothonotary's Office, as required by the Rules of Court, and after first being duly qualified your Auditor sat for the purposes aforesaid, at the time and place aforesaid, and when and where he was attended by the following parties, viz., Jacob W. Dibert, guardian of certain minor heirs of said David Musselman, deceased, and H. M. Baldrige, Esq., his attorney; Taylor Lingenfelter, the husband of Mrs. Ann Lingenfelter, an heir of said David Musselman; John Roudebush, a son of Mrs. Catharine Roudebush, a sister of said David Musselman, and Josiah Walters, a son of Mrs. Barbara Walters, another sister of said deceased.

David Musselman died on the 2d day of November, A. D. 1879, intestate, unmarried, and without issue. The present fund must, therefore, after first deducting costs of audit, costs of partition, and collateral inheritance tax, be distributed among the collateral heirs of said decedent.

Your Auditor was furnished by H. M. Baldrige, Esq., the sworn petition of John Musselman for writ of partition to No. 44, 1880, Orphans' Court of Blair County, containing a list of said collateral heirs. The attention of the representatives of the heirs of said decedent who were present at said sitting was by your Auditor called to said list in said petition contained, and they all, without

exception, agreed that the same was correct. From said list it appears that the heirs of said David Musselman are as follows, viz:

1. John Musselman, a brother, residing in Blair County aforesaid.

2. Mrs. Barbara Walters, a sister, wife of Samuel Walters, a resident of Bedford County, Pennsylvania, but whose post-office address is Claysburg, Blair County aforesaid.

3. Mrs. Catharine Roudebush, a sister, widow of John Roudebush, of Bedford County aforesaid.

4. The heirs of Jacob Musselman, a deceased brother, viz:

a. Jacob Musselman, Jr., of Blair County, aforesaid.

b. David Musselman " " "

c. William Musselman " " "

d. Elizabeth, intermarried with H. Walters, of Blair Co., aforesaid.

e. Catharine " " John Walters " "

f. Susan " " Jos. Weyandt " "

g. Mary " " Michael Claar Bedford Co.

h. Ann " " Taylor Lingenfelter " "

i. Calvin Musselman, a son of Samuel Musselman, who was a son of Jacob Musselman, and who has for his guardian Jacob M. Dibert.

k. The children and heirs of Mrs. Barbara Walters, deceased, a daughter of said Jacob Musselman, deceased, viz:

Albert Walters,

Julia Ann Walters,

Susan Walters,

Mary Walters,

George Walters,

James Blair Walters,

Who have for their guardian  
Jacob M. Dibert.

l. Ellen Musselman, a minor daughter of said Jacob Musselman, deceased, who has for her guardian said Jacob M. Dibert.

5. The children and heirs of Mrs. Elizabeth Kensley, deceased, who was a sister of said David Musselman, deceased, and wife of Daniel Kensley, viz:

Catharine Kensley,

Mary Kensley,

Sarah Kensley,

Christian Kensley,

Solomon Kensley.

All of whom reside at Pleasantville, Bedford Co., aforesaid.

It is obvious, therefore, that the fund for distribution must be

divided into five parts or divisions, the last two of which must be again subdivided.

From the petition hereinbefore referred to, it seems that Adam Walters, husband of said Barbara Walters, deceased, and Daniel Kensley, husband of said Elizabeth Kensley, deceased, are still living, and as they made no claim on the present fund, in the Auditor's opinion it is but fair to presume that the said Barbara Walters and Elizabeth Kensley died before said David Musselman, and that, therefore, they have no claim on said fund.

The Auditor proceeds to distribution as follows, viz:

Amount paid into Court and to be here distributed	\$1100 00
Deduct:	
Auditor's fee . . . . .	\$20 00
Advertising . . . . .	4 00
Sheriff Bell, costs on Rule . . . . .	27 90
“ “ “ Inquest . . . . .	29 75
H. M. Baldrige, Attorney fee in Partition . . . . .	75 00
Clerk of Orphans' Court . . . . .	3 00
“ “ “ percentage on	
1 % of \$500. }	8 00
Money paid into Court, viz: ½ % of 600. }	
	<hr/> 167 65
Balance . . . . .	\$932 35
Deduct Collateral Inheritance Tax of 5 % . . . . .	46 61
	<hr/>
Balance for distribution among heirs . . . . .	\$885 74

Upon an examination of the judgment and lien Dockets of Blair County, aforesaid, your Auditor finds no liens of any kind against any of said heirs, save one against Jacob Musselman, to No. 460, October Term, 1879: David Musselman, Plaintiff, for debt, interest, and costs, \$65.85.

## Amount to heirs :

John Musselman . . . . .	\$177 14
Mrs. Barbara Walters . . . . .	177 15
Mrs. Catharine Roudebush . . . . .	177 15

David Musselman, Plaintiff in No. 460, October

Term, 1879, being share of Jacob Musselman, Jr. . . . .

man, Jr. . . . .	\$16 11
David Musselman . . . . .	16 11
William Musselman . . . . .	16 11
Mrs. Elizabeth Walters . . . . .	16 11
Mrs. Catharine Walters . . . . .	16 11
Mrs. Susan Weyandt . . . . .	16 10
Mrs. Mary Claar . . . . .	16 10
Mrs. Ann Lingenfelter . . . . .	16 10
Jacob M. Dibert, Guardian of Calvin Musselman	16 10
“ “ “ of Albert Walters	\$2 68
“ “ “ “ Julia Ann “	2 68
“ “ “ “ Susan “	2 68
“ “ “ “ Mary “	2 68
“ “ “ “ George “	2 69
“ “ “ “ James Blair “	2 69
	— 16 10
“ “ “ “ Ellen Musselman	16 10

177 15

Catharine Kensley . . . . .	\$35 43
Mary “ . . . . .	35 43
Sarah “ . . . . .	35 43
Christian “ . . . . .	35 43
Solomon “ . . . . .	35 43

177 15

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\$1100 00

Respectfully submitted.

MARTIN BELL,

Auditor.

## BAIL PIECE.

WHENEVER a party has been arrested by either civil or criminal process and enters bail as required by law, he is presumed to be in the custody of his bail, and is liable to be arrested and surrendered by him at any time. That such arrest and surrender may be effected and justified, the bail may demand a BAIL PIECE: i. e., a certificate

from the officer before whom the bail was entered of the fact; and if the conditions of the bond are by the arrest and surrender complied with, the bail may demand the entry of an exoneration thereon. The certificate of the keeper of the prison that the defendant is in confinement, upon the surrender of his bail, will justify such entry and discharge the bail.

(1.) *Form of Bail Piece in Civil Case.*

Blair County, ss.

William Jones	}	Before Robert Waring, Justice of the Peace.
<i>vs.</i>		Action in Trover and Conversion.
Thomas Smith.		Judgment for Plaintiff for \$95 and costs.

I do certify that W. F. Conrad, of the borough of Tyrone, became special bail for the defendant in the above action in the sum of two hundred dollars, for the appearance of the said defendant at my office on the third day of March, A. D. 1885, by recognizance taken before me, one of the Justices of the Peace in and for said county, the twenty-fourth day of February, A. D. 1885, as appears by the record of the said recognizance remaining in my office.

Witness the said Justice of the Peace, who has hereunto set his hand and seal, the tenth day of March, A. D. one thousand eight hundred and eighty-five.

ROBERT WARING, [SEAL.]  
Justice of the Peace.

(2.) *Form of Bail Piece in Criminal Case.*

Blair County, ss.

Commonwealth of Pennsylvania	}	Before W. B. Blake, Alderman.
<i>vs.</i>		Charge—Larceny.
Thomas Smith.		

I do certify that D. A. Gilland, of the city of Altoona, became bail for the defendant in the above action in the sum of five hundred dollars for the appearance of the said defendant at the next Court of Quarter Sessions to be holden in and for the county of Blair, there to answer whatever may be objected against him, and not depart without leave; by recognizance taken before me, an Alderman in and for the city of Altoona, county aforesaid, the first day of April, A. D. 1885, as appears by the record of the said recognizance remaining in my office.

Witness the said Alderman, who has hereunto set his hand and seal, the 10th day of March, A. D. one thousand eight hundred and eighty-five.

W. B. BLAKE, [SEAL.]  
Alderman.

## BILLS OF EXCHANGE, PROMISSORY NOTES, AND CHECKS.

### Bills of Exchange.

A **BILL OF EXCHANGE** is a written order from one person to another, directing the person to whom it is addressed to pay to a third person a certain sum of money therein named. Byles, Bills. He who makes the order is the drawer. He to whom it is addressed is the drawee. He who accepts the same is the acceptor. He in whose favor the order is made is the payee. He who writes his name on the back of the order is the endorser; and he to whom the order is thus transferred is the endorsee, while, in general, any one who has possession of the same and is entitled to receive the money is the holder.

The drawer undertakes impliedly to pay the amount of the bill in case the drawee refuses to comply with the command. The latter is not liable on the bill till after he accepts the same; he then becomes liable as principal to the extent of the terms of the acceptance, while the drawer becomes liable to the payee and endorsees conditionally upon the failure of the acceptor to pay. The liabilities between endorsers and endorsees are subject to the same rules as those of endorsers and endorsees on promissory notes; and the liability of the acceptor to the endorsees and holder is of the same character as that of a maker of a promissory note to those parties on the same.

Bills of exchange are either foreign or inland. Foreign, when the drawer and drawee are residents of countries foreign to each other, or (as a rule) when they are residents of different States of the United States. 2 Pet. 589; 10 Ibid. 572; 12 Pick. Mass. 483; 15 Wend. N. Y. 527; 3 A. K. Marsh. Ky. 488; 1 Const. So. C. 400; 1 Hill, So. C. 44; 4 Leigh, Va. 37; 15 Me. 136; 18 Ibid. 292; 20 Ibid. 139; 8 Dan. Ky. 133; 9 N. H. 554. In Pennsylvania the current of decisions makes them foreign bills. An inland bill is one of which the drawer and drawee are residents of the same State or country. Inland bills of exchange are usually denominated *drafts*, while in commercial parlance the term *bills of exchange* is applied to bills drawn on foreign countries.

The distinction between inland and foreign bills becomes important with reference to the question whether protest and notice are to be given in case of non-acceptance.

It would be impracticable here to refer to the numerous decisions of the Courts of this State upon the subject in question. The several Acts of Assembly which touch upon the same are as follows, viz., Act 30 March, 1821; 11 April, 1825; 11 April, 1848; 5 April, 1849; 13 May, 1850; 21 May, 1857; 30 March, 1875; 3 May, 1881.

### Promissory Notes.

A **PROMISSORY NOTE** is a promise or engagement in writing, to pay a specified sum at a time therein limited, or on demand, or on sight, to a person therein named, or his order, or to the bearer.

A written promise to pay a certain sum of money at a future time unconditionally. 7 W & S. 264.

The person who makes the note is called the maker, the person to whom it is payable the payee, and the person to whom he transfers the interest by endorsement the endorsee. Chitty on Bills, 324.

Most of the rules applicable to bills of exchange equally affect promissory notes. No particular form is requisite to these instruments; a promise to deliver the money, or to be accountable for it, or that the payee shall have it, is sufficient. Chitty on Bills, 53-4.

The two principal qualities essential to the validity of a note are: *First*, that it be payable at all events, not dependent on any contingency, nor payable out of any particular fund. *Second*, that it be for the payment of money only. 10 S. & R. 94; 4 W. 400.

The several Acts of Assembly of this State in relation to promissory notes are: Act 27 February, 1797; 11 April, 1825; 11 April, 1848; 5 April, 1849; 7 May, 1864; 12 April, 1869; 12 April, 1872; and 30 March, 1875.

### Checks.

A CHECK is a written order or request, addressed to a bank or persons carrying on the banking business, and drawn upon them by a party having money in their hands, requesting them to pay on presentment, to a certain person therein named, or bearer, or to such person, or order, a named sum of money.

It is transferable by delivery or endorsement, like a bill of exchange. 3 Kent C. 75.

The principal distinctions between checks and bills of exchange are: *First*, a check is not due until presented, and consequently can be negotiated after it is overdue, and yet not subject the holder to any equities existing between the previous parties. *Secondly*, the drawer of a check is not discharged for want of immediate presentment, as the drawer of a bill of exchange is, but is only discharged by such neglect when he suffers actual damages by it, and then only *pro tanto*. *Thirdly*, the death of the drawer of a check rescinds the authority of the banker to pay it, while by the death of the drawer of a bill of exchange the relations of the parties are not changed. *Fourthly*, checks are always payable without days of grace. See Acts of Assembly 11 April, 1848, and 5 April, 1849.

### *Set of Foreign Bills of Exchange.*

(1.)

No. 600.

£500 Stg.

Altoona, Pa., March 2, 1885.

Thirty days after sight of this, our first of exchange (second and third unpaid), pay to the order of Morton, Williams & Co., five hundred pounds sterling, value received, and charge the same, without further advice, to

ROUND, PLATE & CO.

To Mess. Howard & Co., }  
London.

( 2. )

No. 600.

£500 Stg.

Altoona, Pa., March 2, 1885.

Thirty days after sight of this, our second of exchange (first and third unpaid), pay to the order of Morton, Williams & Co., five hundred pounds sterling, value received, and charge the same, without further advice, to

ROUND, PLATE &amp; CO.

To Mess. Howard & Co., }  
London.

( 3. )

No. 600.

£500 Stg.

Altoona, Pa., March 2, 1885.

Thirty days after sight of this, our third of exchange (first and second unpaid), pay to the order of Morton, Williams & Co., five hundred pounds sterling, value received, and charge the same, without further advice, to

ROUND, PLATE &amp; CO.

To Mess. Howard & Co., }  
London.

(4.) *Domestic Bill of Exchange or Draft.*\$1000

Altoona, Pa., March 2, 1885.

At sight, pay to the order of George Ramond, one thousand dollars, value received, and charge the same to the account of

JACOB BROWN.

To First National Bank, }  
Philadelphia.

(5.) *Promissory Note.**Commercial Form.*\$500

Altoona, Pa., March 2, 1885.

Thirty days after date, I promise to pay to the order of William Smith five hundred dollars, without defalcation, value received.

JAMES JACKSON.

(6.) *Promissory Note, Payable at Bank.*\$500

Altoona, Pa., March 2, 1885.

Sixty days after date, I promise to pay to the order of William Smith, at the First National Bank, Altoona, Pa., five hundred dollars, without defalcation, value received.

JAMES JACKSON.



(7.) *A Joint Promissory Note.*\$500

Altoona, Pa., March 2, 1885.

Sixty days after date, we promise to pay to the order of William Smith, five hundred dollars, without defalcation, value received.

JAMES JACKSON,  
JACKSON JAMES.

(8.) *A Joint and Several Promissory Note.*\$500

Altoona, Pa., March 2, 1885.

Sixty days after date, we, or either of us (or "we, jointly and severally"), promise to pay to the order of William Smith five hundred dollars, without defalcation, value received.

JAMES JACKSON,  
JACKSON JAMES.

(9.) *A Promissory Note, on Demand.*\$500

Altoona, Pa., March 2, 1885.

On demand, I promise to pay to the order of William Smith five hundred dollars, without defalcation, value received.

JAMES JACKSON.

(10.) *Judgment Note.*\$500

Altoona, Pa., March 2, 1885.

Sixty days after date, I promise to pay to William Smith, or his assigns, the sum of five hundred dollars, without defalcation, for value received. And further, I do hereby authorize and empower any attorney of any Court of record within the United States or elsewhere to appear for me, and, after one or more declarations filed, confess judgment against me, as of any term, for the above sum, with costs of suit, and with release of all errors.

Witness my hand and seal.

Witness:

WILLIAM WOODS,  
HENRY THOMPSON.

JAMES JACKSON. [SEAL.]

(11.) *Judgment Note, with clause waiving the Benefit of Exemption Laws, &c.*\$500

Altoona, Pa., March 2, 1885.

Sixty days after date, I promise to pay to William Smith, or his assigns, the sum of five hundred dollars, without defalcation, for

value received, with interest from date. And I hereby waive inquisition upon any real estate that may be levied on by virtue of any writ of *feri facias* issued upon any judgment obtained upon this obligation; and I agree that such real estate shall be sold on said writ. And I waive also every right to claim, for any property, any statutory exemption from levy and sale on any execution issued on said judgment. And further, I do hereby authorize and empower any attorney of any Court of record within the United States or elsewhere, to appear for me, and, after one or more declarations filed, confess judgment against me, as of any term, for the above sum, subject to the said conditions, and for me waiving the rights above specified, with costs of suit and an attorney's commission of five per cent. for collection, and with release of all errors.

Witness my hand and seal.

Witness:

WILLIAM WOODS,

HENRY THOMPSON.

}

JAMES JACKSON. [SEAL.]

(12.) *Form of a Check.*

No. 700.

Altoona, Pa., March 2, 1885.

First National Bank of Altoona, pay to William Smith or order (or bearer) five hundred dollars.

\$500

JAMES JACKSON.

**BILLS OF SALE.**

A **BILL OF SALE** is a written agreement, under seal, by which one person transfers his right to or interest in goods and personal chattels to another. Bouv. L. Dict.

A bill of sale is void as against creditors unless the property passes from the possession of the original owner.

(1.) *Bill of Sale of Goods and Chattels.*

Know all men by these presents, that I, Frank P. Confer, of the city of Altoona, county of Blair, and State of Pennsylvania, in consideration of the sum of five hundred dollars to me in hand paid by William F. Eckbert, of the same place, at and before the ensembling and delivery of these presents, the receipt whereof I do hereby acknowledge, have bargained, sold, released, granted, and confirmed, and by these presents do bargain, sell, release,

grant, and confirm over unto the said William F. Eckbert all the goods and chattels whatsoever mentioned and expressed in the schedule hereunto annexed, and marked "A." To have and to hold all and singular the said goods and chattels, &c., and every of them, by these presents, bargained, sold, released, granted, and confirmed unto the said William F. Eckbert to his only proper use and behoof, his heirs, executors, administrators, and assigns forever.

In witness whereof, I have hereunto set my hand and seal, this tenth day of March, A. D. one thousand eight hundred and eighty-five.

Signed, sealed, and delivered  
in presence of  
JOHN STONEBRAKER,  
B. B. BERKOWITZ.

FRANK P. CONFER. [SEAL.]

On the day of the date aforesaid, possession of the articles enumerated in the schedule above referred to was given by the said Frank P. Confer to the said William F. Eckbert in our presence.

JOHN STONEBRAKER,  
B. B. BERKOWITZ.

NOTE.—Annex a schedule to the instrument setting forth each and every article conveyed by the same, which must be signed by the bargainor or vendor.

### (2.) *Bill of Sale, with Warranty.*

Know all men by these presents, that I, Frank P. Confer, of the city of Altoona, county of Blair, and State of Pennsylvania, in consideration of the sum of five hundred dollars, to me in hand paid by William F. Eckbert, of the same place, the receipt of which is hereby acknowledged, do hereby bargain, sell, release, grant, and confirm unto the said William F. Eckbert, his heirs, executors, administrators, and assigns, the following goods and chattels, viz: (here enumerate them). To have and to hold all and singular the said goods and chattels forever.

And the said Frank P. Confer hereby covenants with the said William F. Eckbert that he is the lawful owner of the said goods and chattels, and that the same, he, the said Frank P. Confer, his heirs, executors, and administrators, unto the said William F. Eckbert, his executors, administrators, and assigns from and against all persons whomsoever, shall and will warrant, and forever defend by these presents.

In witness whereof, I have hereunto set my hand and seal, this tenth day of March, A. D. 1885.

Executed and delivered	}	FRANK P. CONFER. [SEAL.]
in presence of		
JOHN STONEBRAKER,		
B. B. BERKOWITZ.		

(3.) *Bill of Sale of a Horse, with Warranty.*

Know all men by these presents, that I, William M. Burns, of the city of Altoona, county of Blair, and State of Pennsylvania, for and in consideration of the sum of two hundred dollars to me paid, the receipt of which is acknowledged, do hereby bargain, sell, release, grant, and confirm to Elmar Hadon, of the said city of Altoona, his heirs, executors, administrators, and assigns, one dark-bay gelding of the age of seven years, being about fifteen hands high, and of weight about eighteen hundred pounds, and known by the name of "Jack," to have and to hold the said horse forever.

And I hereby, for myself, my heirs, executors, and administrators, warrant the said horse to be sound in all his limbs and parts, without fault or blemish, and a quiet driver in either double or single harness; and, further, the said horse I will warrant and defend unto the said Elmar Hadon, his executors, administrators, or assigns, against the lawful claim and demands of all and every person or persons whomsoever.

In witness whereof, I have hereunto set my hand and seal, this first day of April, A. D. one thousand eight hundred and eighty-five.

Executed and delivered	}	WILLIAM M. BURNS. [SEAL.]
in presence of		
JOHN O'TOOLE,		
HARRISON HALTON.		

(4.) *Of a licensed Vessel.*

To all to whom these presents shall come, greeting: Know ye that I, Peter Smith, of Philadelphia, owner of the sloop or vessel called the "Wasp," of the burden of one hundred and fifty tons, or thereabouts, for and in consideration of the sum of three thousand dollars to me in hand paid, before the ensealing and delivery of these presents, by Henry Jones, of the same place, the receipt whereof I do hereby acknowledge, have bargained and sold, and

by these presents do bargain and sell, unto the said Henry Jones, his executors, administrators, and assigns, the said sloop or vessel, together with the mast, bowsprit, sails, boats, anchors, cables, and all other necessities thereunto appertaining and belonging, to have and to hold the said sloop or vessel, and appurtenances thereunto belonging, unto him, the said Henry Jones, his executors, administrators, and assigns forever. And I, the said Peter Smith, by these presents do promise, covenant, and agree for myself, my heirs, executors, and administrators, to and with the said Henry Jones, his executors and administrators, to warrant and defend the title to the said sloop or vessel, and all the other before-mentioned appurtenances, against all and every person and persons whomsoever.

In witness whereof, I have hereunto set my hand and seal, this the second day of March, A. D. 1885.

Executed in presence of }  
 WILLIAM THOMAS, }  
 THOMAS WILLIAMS. }

PETER SMITH. [SEAL.]

(5.) *A Bill of Sale of a Registered Vessel.*

Know all men by these presents, that I, Peter Smith, of the city of Philadelphia, for and in consideration of ten thousand dollars to me paid by Henry Jones, of the same city aforesaid, the receipt whereof I do hereby acknowledge, do grant, sell, and transfer unto the said Henry Jones, his executors, administrators, and assigns forever, all that ship or vessel called the "Wasp," now lying at Philadelphia, together with all and singular the masts, sails, yards, anchors, cables, ropes, cords, guns, gunpowder, ammunition, small arms, tackle, apparel, boats, oars, and appurtenances whatsoever, to the said ship or vessel belonging, or in any wise appertaining; which said ship or vessel has been duly registered, pursuant to Act of Congress for that purpose, and the certificate of such registry is as follows: (here recite the whole certificate *verbatim*). To have and to hold the said ship or vessel, and all other the above-bargained premises, unto the said Henry Jones, his executors, administrators, and assigns, to his and their own use forever.

And I, the said Peter Smith, for myself, my executors, and administrators, covenant, promise, and agree to and with the said Henry Jones, his executors, administrators, and assigns, that I have good right, full power, and lawful authority to grant, bargain, and sell the same and the hereby bargained premises unto the said

Henry Smith, in manner and form aforesaid; and that the said hereby bargained premises, and every part thereof, are free and clear of and from all changes and encumbrances whatsoever.

In witness whereof, &c.

### BILLS—PENAL AND SINGLE.

A **PENAL BILL** is a written obligation by which a debtor acknowledges himself indebted in a certain sum, and binds himself for the payment thereof in a larger sum. It is a brief substitute for a bond.

A **SINGLE BILL** is a written unconditional promise by one or more persons to pay another person or other persons, therein named, a sum of money at a time therein specified. It is usually under seal, and may then be called a bill obligatory. It has no condition attached, and is not given in a penal sum.

Either a penal or single bill may have attached thereto a warrant of attorney to confess judgment thereon.

#### (1.) *A Penal Bill.*

Know all men by these presents, that I, Thomas Jones, of the city of Altoona, county of Blair, and State of Pennsylvania, do owe unto Francis Holland, of the same place, the sum of one thousand dollars, to be paid unto the said Francis Holland, his executors, administrators, or assigns, on the first day of April next ensuing the date hereof; for which payment well and truly to be made I bind myself, my heirs, executors, and administrators in the penal sum of two thousand dollars, firmly by these presents.

In witness whereof, I have hereunto set my hand and seal, this first day of January, A. D. one thousand eight hundred and eighty-five.

Executed and delivered  
in presence of  
HOWARD MILLER,  
WILLIAM WINKLER. }

THOMAS JONES. [SEAL.]

#### (2.) *A Single Bill.*

Know all men by these presents, that I, Thomas Jones, of the city of Altoona, county of Blair, and State of Pennsylvania, do owe unto Francis Holland, of the same place, the sum of one thousand dollars, to be paid to the said Francis Holland, his executors, administrators, or assigns, on the first day of April next ensuing the date hereof.

In witness whereof, I have hereunto set my hand and seal, this first day of January, A. D. one thousand eight hundred and eighty-five.

Executed and delivered	}	THOMAS JONES. [SEAL.]
in presence of		
HOWARD MILLER,		
WILLIAM WINKLER.		

## BONDS.

A **BOND** is a written obligation under seal, whereby a person binds himself, his heirs, executors, and administrators, to pay a certain sum of money, or do some other act, with a condition that if he do perform its exigency, the obligation shall be void, otherwise to remain in full force. He that enters into the bond is the obligor; he to whom it is given is the obligee. 2 Bl. Com. 340.

It may be single, *simplex obligatio*, as where the obligor obliges himself, his heirs, &c., to pay a certain sum of money at a day named, or it may be *conditional* (which is the kind most generally used), that if the obligor does some particular act, the obligation shall be void, or else shall remain in full force, as payment of rent, performance of covenants in a deed, or repayment of a principal sum of money, borrowed of the obligee, with interest, which principal sum is usually one-half of the penal sum specified in the bond. Bouvier's Law Dict.

No parties can take the benefit of a bond except the parties named therein, except in some cases of bonds given for the performance of their duties by certain classes of public officers. But a bond in Pennsylvania, by Act of Assembly of May 28, 1715, may be transferred by assignment under hand and seal in the presence of two witnesses; but the assignee takes it at his peril. He stands in the same place as the obligee, so as to let in every defalcation which the obligor had against the obligee at the time of the assignment. The only intent of the act was to enable the assignee to sue in his own name, and prevent the obligee from releasing after assignment. 5 Binney, 232; 2 Bin. 165; 1 Dal. 27; 2 Dal. 398; 4 Dal. 371; 17 S. & R. 287; 1 R. 227; 1 P. S. R. 232. There is, however, one qualification to this rule, if the assignee when about to take the assignment calls upon the obligor to know whether the whole money is due, and the obligor informs him that it is a good bond, but is entirely silent as to any claim of his against the bond, he can never after open his mouth against the demand of the assignee. 1 Bin. 433; 3 Yeates, 350; 16 S. & R. 18; 1 P. S. R. 24; Ibid. 476. Such is also the case where the obligor informs or assures the party to whom the bond is about being assigned that he has no defence or set-off to the same. So, also, where the obligor stands by and does not object to assignment.

On the forfeiture of a bond all that can be recovered of a penal sum are interest and costs, in addition to the amount of the real debt. Our courts, however, distinguish between a penalty and liquidated damages, being generally inclined to consider the sum reserved in the light of a penalty, rather than stipulated damages.

Where there is a penal bond with several payments at different times, and a failure on the part of the obligor to meet any one of them as the same falls due, the obligee can declare on the penalty, and take judgment on the whole of the real debt mentioned in the bond, with stay of execution on the several payments until such payments, by the conditions of the bond, fall due.

A covenant of guaranty endorsed on a bond does not pass by an assignment of it. 3 Barr, 292; 8 W. 361. The covenant implied from the assignment of a bond is not a guaranty, but that the assignee should receive the money from the obligor to his own use, and if the obligee should receive it, then the assignor would be answerable over for it. 1 D. 449; 7 H. 133.

Coupon bonds, payable to bearer, issued by incorporated companies, are negotiable instruments and pass by delivery. 8 Wr. 63; 4 Phila. 346. But in this State the coupon bonds of municipal corporations, issued in pursuance of a special authority conferred by statute, are not negotiable. In this doctrine, however, it is admitted that the Courts of Pennsylvania stand alone. 1 Wr. 358. And see 7 Wr. 400; 8 C. 230; 9 C. 239.

A lapse of twenty years creates a presumption of payment, if no interest has been paid in the mean time; but, if the period be shorter than twenty years, the presumption must be supported by circumstances. 2 W. C. C. 323; 9 S. & R. 379; 1 Y. 344; Ibid. 548.

Delivery is necessary to give effect to a bond; and the fact that the signature to a bond was affixed on Sunday does not vitiate it, if not delivered until the day following. Com. v. Kendig, 2 Barr, 448.

### (1.) *Bond—Common Form.*

Know all men by these presents, that I, Richard Roe, of the city of Altoona, county of Blair, and State of Pennsylvania, am held and firmly bound unto H. T. Heinsling, of the same place, in the sum of two hundred dollars, lawful money, to be paid to the said H. T. Heinsling, his certain attorney, executors, administrators, or assigns; to which payment well and truly to be made and done, I bind myself, my heirs, executors, administrators, and every of them, firmly by these presents. Sealed with my seal and dated the nineteenth day of September, A. D. one thousand eight hundred and eighty-four.

The condition of this obligation is such, that if the above bounden Richard Roe, his heirs, executors, administrators, or any of them, shall well and truly pay, or cause to be paid, unto the said H. T. Heinsling, his executors, administrators, or assigns, the just and full sum of one hundred dollars, lawful money as aforesaid, and legal interest, on or before the fifteenth day of December, A. D. 1884, without fraud or further delay, then this obligation to be void, or else to be and remain in full force and virtue.

Signed, sealed, and delivered  
in presence of  
FRANK MOLLOY,  
JAMES McGRATH.

RICHARD ROE. [SEAL.]

NOTE.—The addition of the following words, after the word “virtue,” will make the above a judgment bond. “And I do further empower any attorney within this



Commonwealth to appear for me, and after one or more declarations filed, to confess judgment against me as of any term for the above amount, with interest, costs of suit, release of errors, and stay of execution till day of payment" (or as case may be).

In case it is desired to enter the bond in more than one county, the names of such counties can be entered in the above warrant of attorney after the words "against me," thus: "in the counties of Blair, Cambria, and Huntingdon."

(2.) *Bond—One Person to Two.*

Know all men by these presents, that I, Henry Hammers, of the city of Altoona, county of Blair, and State of Pennsylvania, am held and firmly bound unto N. P. Mervine and William S. Hammond, of the same place, in the sum of four hundred and fifty dollars, lawful money, to be paid to the said N. P. Mervine and William S. Hammond, or either of them, or to their or either of their certain attorney, executors, administrators, or assigns; to which payment well and truly to be made and done, I bind myself, my heirs, executors, administrators, and every of them, firmly by these presents. Sealed with my seal and dated the fourth day of July, A. D. one thousand eight hundred and eighty-four.

The condition of this obligation is such, that if the above bounden Henry Hammers, his heirs, executors, administrators, or any of them, shall well and truly pay, or cause to be paid, unto the said N. P. Mervine and William S. Hammond, or either of them, or to their or either of their executors, administrators, or assigns, the just and full sum of two hundred and twenty-five dollars, lawful money as aforesaid, and legal interest, on or before the first day of December, A. D. 1884, without fraud or further delay, then this obligation to be void, or else to be and remain in full force and virtue.

Signed, sealed, and delivered }  
in presence of }  
FRANK McCLAIN,  
ALEX. SCHULINE. }

HENRY HAMMERS. [SEAL.]

(3.) *Bond—Two Persons to One.*

Know all men by these presents, that we, Henry Hammers and Jacob Brown, both of the city of Altoona, county of Blair, and State of Pennsylvania, are held and firmly bound unto William Walker, of the same place, in the sum of four hundred dollars, lawful money, to be paid to the said William Walker, his certain attorney, executors, administrators, or assigns, to which payment

well and truly to be made and done, we do bind ourselves jointly and severally, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated the first day of December, A. D. one thousand eight hundred and eighty-four.

The condition of this obligation is such, that if the above bounden Henry Hammers and Jacob Brown, or either of them, their or either of their heirs, executors, administrators, or any of them, shall well and truly pay, or cause to be paid, unto the said William Walker, his executors, administrators, or assigns, the just and full sum of two hundred dollars, lawful money as aforesaid, and legal interest, on or before the first day of April, A. D. 1885, without fraud or further delay, then this obligation to be void, or else to be and remain in full force and virtue.

Signed, sealed, and delivered  
in presence of  
M. E. BUCKLEY,  
JOHN LLOYD.

HENRY HAMMERS, [SEAL.]  
JACOB BROWN. [SEAL.]

(4.) *Bond with Warrant of Attorney to confess Judgment, with waiver of Exemption Laws, &c.*

Know all men by these presents, that I, John Doe, of the borough of Hollidaysburg, county of Blair, and State of Pennsylvania, am held and firmly bound unto Alex. M. Lloyd, of the same place, in the just and full sum of two thousand dollars, lawful money, to be paid to the said Alex. M. Lloyd, his certain attorney, executors, administrators, or assigns, to which payment well and truly to be made, I bind myself, my heirs, executors, administrators, and every of them, firmly by these presents. Sealed with my seal and dated the twentieth day of July, A. D. one thousand eight hundred and eighty-four.

The condition of this obligation is such, that if the above-named John Doe, his executors, administrators, or any of them, shall well and truly pay unto the said Alex. M. Lloyd, his executors, administrators, or assigns, the just and full sum of one thousand dollars, lawful money as aforesaid, in the following manner, to wit: Five hundred dollars on or before the first day of January, A. D. one thousand eight hundred and eighty-five, and the balance, or five hundred dollars, on the first day of July, A. D. one thousand eight hundred and eighty-five (or, as the case may be), with legal interest

upon each payment as the same falls due from the date hereof (or as the case may be), then this obligation to be void, or else to be and remain in full force and virtue.

Hereby waiving inquisition upon any real estate that may be levied on by virtue of any writ of *fi. facias*, which it is agreed may issue forthwith for any balance remaining unpaid when due, or on failure to comply with the conditions hereof. And I waive also every right to claim, for any property, any statutory exemption from levy and sale on any execution; and, further, I do hereby authorize and empower any attorney of any Court of Record within the United States or elsewhere to appear for me, and after one or more declarations filed, confess judgment against me as of any term for the above sum, subject to the said conditions, and for me waiving the rights above specified with costs of suit, and an attorney's commission of five per cent. for collection, and with release of all errors.

Executed in presence of }  
 C. B. BOWERS, }  
 LEE PLUMMER. }

JOHN DOE. [SEAL.]

- (5.) *Bond with Warrant of Attorney to confess Judgment, and with clause authorizing the issue of Writ of Fi. Fa. and collection of entire amount in case of default in payment of any instalment of Debt or Interest, with waiver of Exemption Laws, and with costs of Attorney's Commission for Collection.*

Know all men by these presents, that I, Y. Z., of the borough of ———, county of ———, and State of Pennsylvania, am held and firmly bound unto A. B., of the same place, in the sum of four thousand dollars, to be paid to the said A. B., his certain attorney, executors, administrators, or assigns, to which payment well and truly to be made I bind myself, my heirs, executors, and administrators, firmly by these presents. Sealed with my seal, and dated the first day of July, A. D. one thousand eight hundred and eighty-four.

The condition of this obligation is such, that if the said Y. Z., his heirs, executors, or administrators shall well and truly pay, or cause to be paid, unto the said A. B., his certain attorney, executors, administrators, or assigns, the just and full sum of two thousand dollars, in manner following, to wit: (here give manner, &c., of payments), without fraud or further delay, and without any deduc-

tion, defalcation, or abatement whatsoever, then this obligation to be void, else to be and remain in full force and virtue.

And it is further agreed that in case default be made at any time in the payment of any one of said instalments of debt or interest, or any part thereof, for ——— days after the same falls due as aforesaid, the whole of said debt and interest shall, at the option of the said A. B., his executors, administrators, or assigns, thereupon become due and payable, and a writ of *feri facias* may be issued forthwith for the collection of the whole amount of said debt and interest remaining unpaid, together with all fees, costs, and expenses, including attorney's commission of ——— per cent., and all errors in said proceedings, together with all stay of, or exemption from execution or extension of time of payment which may be given by any Act of Assembly now in force or hereafter to be passed, are hereby waived and released, and any attorney of any Court of Record is hereby authorized to appear for me and confess judgment against me as of any term for above amount, or for any amount remaining due and unpaid under the within obligation at the time of such confession, with costs of suit and release of all errors, and subject to all and every condition contained in the within obligation.

Signed, sealed, and delivered }  
     in presence of                }  
                     O. R.               }  
                     S. T.               }

Y. Z. [SEAL.]

- (6.) *Bond, with clause to keep Buildings Insured, and in default of payment of any instalment of Principal or Interest, whole amount to become due and collectable at once.*

Know all men by these presents, that I, Edwin Long, of the city of Altoona, county of Blair, and State of Pennsylvania, am held and firmly bound unto Henry Jones, of the same place, in the sum of two thousand dollars, to be paid to the said Henry Jones, his certain attorney, executors, administrators, or assigns, to which payment well and truly to be made I bind myself, my heirs, executors, and administrators firmly by these presents. Sealed with my seal and dated the first day of October, in the year of our Lord one thousand eight hundred and eighty-four.

The condition of this obligation is such, that if the said Edwin Long, his heirs, executors, or administrators, shall well and truly

pay, or cause to be paid, unto the said Henry Jones, his certain attorney, executors, administrators, or assigns, the just and full sum of one thousand dollars, in manner following, to wit: (here give manner, &c., of payments), without fraud or further delay, then this obligation to be void, or else to be and remain in full force and virtue.

And it is further understood and agreed, that the said Edwin Long will keep the building erected upon the premises mentioned in the mortgage accompanying this bond, insured in a reliable insurance company to the amount of at least one thousand dollars, and the policy or policies shall be assigned to and held by the said Henry Jones as collateral security for the payment of the moneys secured hereby, and in case said Edwin Long shall neglect to insure the buildings as aforesaid, then the said Henry Jones may take out such policy or policies in his own name, and the premium or premiums paid thereon shall bear interest from the time of such payment, and be added to and collected as part of the said principal sum, and in the same manner.

And it is further agreed and understood, that in case default of payment shall be made of any instalment of principal or interest, as aforesaid, for a period of ten days after the same shall become due and payable, then and in that case the whole of the principal sum and interest shall forthwith become due and payable, anything hereinbefore contained to the contrary notwithstanding.

Signed, sealed, and delivered  
in presence of  
SAM'L SMITH,  
PETER COOPER.

EDWIN LONG. [SEAL.]

NOTE.—For clause empowering an attorney to confess judgment, see note under Form No. 1.

(7.) *Bond of Administrator on application for Order of Court to Sell or Mortgage Real Estate, Act March 29, 1832.*

Know all men by these presents, that we, Robert Waring, of the borough of Tyrone, county of Blair, and State of Pennsylvania, administrator of Henry Holt, late of Snyder Township, county of Blair aforesaid, deceased, Anthony More and Samuel Cox, also of the borough of Tyrone, county and State aforesaid, are held and firmly bound to the Commonwealth of Pennsylvania in the sum of ten thousand dollars, lawful money, to be paid to the said Common-

wealth, her certain attorney or assigns, to which payment well and truly to be made and done we do bind ourselves, jointly and severally, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated the nineteenth day of May, A.D. one thousand eight hundred and eighty-four.

Whereas, the Orphans' Court of the county of Blair did, on the said 19th day of May, 1884, grant an order to the said Robert Waring, administrator as aforesaid, to sell (or mortgage, as the case may be) certain real estate, late the property of said decedent, for the purpose of paying the debts of said decedent (or as the case may be), as is in said order particularly set forth, he, the said administrator, to first file in the office of the clerk of said Court a bond to the Commonwealth in the above-mentioned sum, conditioned for the faithful appropriation of the proceeds of said sale (or as the case may be), in accordance with his duties. Now, the condition of this obligation is such, that if the above-bounden Robert Waring, administrator as aforesaid, shall faithfully appropriate the proceeds of such sale (or as the case may be), according to his duties, and in accordance with the decree of the Orphans' Court, aforesaid, then this obligation to be void, or else to be and remain in full force and virtue.

Signed, sealed, and delivered

in our presence.

A. A. STEVENS,

Wm. PASCOE.

ROBERT WARING, [SEAL.]

ANTHONY MORE, [SEAL.]

SAMUEL COX. [SEAL.]

(8.) *Bond of Executor on application for Order of Court to Sell or Mortgage Real Estate, Act March 29, 1832.*

Know all men by these presents, that we, Samuel Sprinkle, executor of the last will and testament of John Feathers, late of Logan Township, Blair County, and State of Pennsylvania, deceased, George Crawford, and Charles Moore, all of the city of Altoona, county of Blair, aforesaid, are held and firmly bound to the Commonwealth of Pennsylvania in the sum of eighteen thousand dollars, lawful money, to be paid to the said Commonwealth, her certain attorney or assigns, to which payment well and truly to be made and done, we do bind ourselves, jointly and severally, our and each of our heirs, executors, administrators, jointly and severally, firmly

by these presents. Sealed with our seals and dated the twenty-first day of March, A. D. one thousand eight hundred and eighty-four.

Whereas, the Orphans' Court of the county of Blair did on the said twenty-first day of March, A. D. 1884, grant an order to the said Samuel Sprankle, executor as aforesaid, to sell (or mortgage, as the case may be) certain real estate, late the property of the said decedent, for the purpose of paying the debts of said decedent (or as the case may be), as is in said order particularly set forth, he, the said executor, to first file in the office of the clerk of said Court a bond to the Commonwealth in the above-mentioned sum, conditioned for the faithful appropriation of the proceeds of said sale (or as the case may be) in accordance with his duties: Now the condition of this obligation is such, that if the above-bounden Samuel Sprankle, executor as aforesaid, shall faithfully appropriate the proceeds of such sale (or as the case may be) according to his duties and in accordance with the decree of the Orphans' Court aforesaid, then this obligation to be void, else to be and remain in full force and virtue.

Sealed and delivered in  
presence of  
WILLIAM NOSUCH,  
THEO. STROAH.

SAMUEL SPRANKLE, [SEAL.]  
GEORGE CRAWFORD, [SEAL.]  
CHARLES MOORE. [SEAL.]

(9.) *Bond of Guardian on application for Order of Court to Sell or Mortgage Real Estate, Act March 29, 1832.*

Know all men by these presents, that we, John London, Guardian of the minor children of Henry Fallon, late of the city of Altoona, county of Blair, and State of Pennsylvania, and L. P. Work, both of the city of Altoona aforesaid, are held and firmly bound to the Commonwealth of Pennsylvania in the sum of eight thousand dollars, lawful money, to be paid to the said Commonwealth, her certain attorney or assigns, to which payment well and truly to be made and done, we do bind ourselves, jointly and severally, our and each of our heirs, executors, administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated the first day of October, A. D. one thousand eight hundred and eighty-four.

Whereas, the Orphans' Court of the county of Blair did, on the said first day of October, A. D. 1884, grant an order to the said John London, guardian as aforesaid, to sell (or mortgage, as the case may be) certain real estate, late the property of the said decedent,

for the maintenance and education of the minor children aforesaid (or as the case may be), as is in said order particularly set forth; he, the said guardian, to first file in the office of the clerk of said Court a bond to the Commonwealth in the above-mentioned sum, conditioned for the faithful appropriation of the proceeds of said sale (or as the case may be) in accordance with his duties: Now the condition of this obligation is such, that if the above-bounden John London, guardian as aforesaid, shall faithfully appropriate the proceeds of such sale (or as the case may be) according to his duties and in accordance with the decree of the Orphans' Court aforesaid, then this obligation to be void, else to be and remain in full force and virtue.

Sealed and delivered in  
 presence of  
     H. T. HOWARD,  
     M. A. YAGER.

JOHN LONDON, [SEAL.]  
 L. P. WORK. [SEAL.]

(10.) *Bond of Executor or Administrator for faithful appropriation of Money received from Sale of Decedent's Real Estate, being tenant in common, Act February 8, 1848.*

Know all men by these presents, &c. (Bond to be taken in the name of the Commonwealth.)

The condition of this obligation is such, that, whereas, the above-bound A. B., executor, &c. of C. D. (or administrator, as the case may be), late of the borough of Tyrone, county of Blair, and State of Pennsylvania, in pursuance of an Act of Assembly, approved February 8, 1848, enabling executors and administrators of decedents to perfect title to real estate in certain cases, is about to receive from E. F. the sum of one thousand dollars, being that part of the purchase-money due the said C. D. of a certain tract, piece, or parcel of land heretofore owned in common by the said C. D. and R. S., and which the said C. D. and R. S., in the lifetime of the said C. D., contracted to sell to the said E. F.: If, therefore, the said A. B., executor (or administrator) as aforesaid, shall faithfully account for all moneys received by him, under and by virtue of the provisions of the Act of Assembly aforesaid, and shall faithfully apply the same as the law directs, then this obligation to be void, else to be and remain in full force and virtue.



(11.) *Bond of Executor or Administrator to make legal distribution of Surplus after Sheriff's Sale, Act February 24, 1834.*

In the Court of Common Pleas of Blair County.

Henry Howard	} No. 60.
<i>vs.</i>	
William Weyant.	} July Term, 1885.

Know all men by these presents, that we, Peter Parker, administrator, &c. (or executor, &c.) of Willam Weyant, defendant above, and now deceased, John Jones and Edward Edwards, all of the county of Blair, are held and firmly bound unto the Commonwealth of Pennsylvania, in the sum of one thousand dollars, lawful money, to be paid to the said Commonwealth, her certain attorney or assigns, to which payment well and truly to be made and done, we do bind ourselves, jointly and severally, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated the first day of April, A. D. one thousand eight hundred and eighty-five.

The condition of this obligation is such, that, whereas, the real estate (or personal estate) of the above-named defendant has been sold since his death, by virtue of a writ of execution issuing upon the above-stated judgment, and by which sale the sum of five hundred dollars has been realized in excess of the amount necessary to pay off the liens of record against said real estate (or necessary to fully pay and satisfy said judgment), which said amount the said Court has ordered to be paid unto Peter Parker, administrator (or executor), as aforesaid, upon his giving bond to the Commonwealth to the satisfaction of the Court in the sum of one thousand dollars, conditioned for the legal distribution of the money aforesaid. If, therefore, the said Peter Parker, administrator (or executor) as aforesaid, shall legally distribute the said sum of five hundred dollars, so realized as aforesaid, then this obligation to be void, else to be and remain in full force and virtue.

(12.) *Refunding Bond given by Distributee, Act February 24, 1834.*

Know all men by these presents, that we, Henry Smith and Martin Hand, both of the borough of Tyrone, and county of Blair, are firmly bound unto the Commonwealth of Pennsylvania in the sum of five thousand dollars, to be paid unto the said Commonwealth, her certain attorney or assigns, to which payment well and

uly to be made and done, we do bind ourselves, jointly and severally, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated the first day of December, A. D. one thousand eight hundred and eighty-four.

Whereas, B. F. Rose, administrator of the estate of William Thompson, late of Blair county, deceased, has presented to the Orphans' Court of said county, a statement of all demands against said estate which have come to his knowledge, and after deducting the amount thereof from the assets in his hands, together with such other sum as may be necessary to defray the expense of any suit or action had in defending any claim made against said estate, and which the said administrator may deem it his duty to dispute, he is desirous of making distribution of the residue under the direction of the said Orphans' Court; and, whereas, the said Henry Smith is entitled to two thousand five hundred dollars, and the said Martin Hand has been by the said Court approved as security for the said Henry Smith in the premises: Now the condition of this obligation is such, that if any debt or demand be recovered against the estate of the said William Thompson, other than as hereinbefore mentioned, or otherwise be duly proven to exist, which the said B. F. Rose shall not have assets to pay, then, and in such case, if the said Henry Smith shall and do return and refund unto the said B. F. Rose the sum of two thousand five hundred dollars, so paid him as aforesaid, or such a ratable part thereof as may be necessary for the payment of such debt or demand, and of the costs and charges attending the recovery of the same, then this obligation to be void, else to be and remain in full force and virtue.

Signed, sealed, and delivered  
in presence of  
D. J. NEFF,  
J. D. HICKS.

HENRY SMITH, [SEAL.]  
MARTIN HAND. [SEAL.]

(13.) *Refunding Bond to Executor, &c., by Distributee,*  
*Act February 24, 1834.*

Know all men by these presents, that we, Franklin Folk and Newman Norton, both of Blair County, and State of Pennsylvania, are held and firmly bound unto Gregory Groves, executor, &c., of Fanning Folk, late of Logan Township, in said county, deceased, in the sum of two thousand dollars, lawful money, to be paid to the

said Gregory Groves, his certain attorney, executors, administrators, or assigns, to which payment well and truly to be made and done, we do bind ourselves, jointly and severally, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated the second day of February, A. D. one thousand eight hundred and eighty-five.

The condition of this obligation is such, that, whereas, the above-bound Franklin Folk, and an heir of the said Fanning Folk, deceased, is entitled to receive the sum of one thousand dollars of the proceeds of the real estate of said decedent, sold in pursuance to the direction and authority contained in his last will and testament (or in pursuance of an order of the Orphans' Court of said county of Blair), and the said Gregory Groves, executor, &c., as aforesaid, is about paying the said sum of one thousand dollars to the above-named Franklin Folk: If, therefore, after payment made as aforesaid, any debt or demand be recovered against the estate of the said Fanning Folk, deceased, or otherwise be duly made to appear, then, in that case, if the said Franklin Folk shall and will refund the ratable part of such demand, and the costs and charges attending the recovery of the same, so far as such real estate would have been liable to such demand if it had remained unsold, then this obligation to be void, else to be and remain in full force and virtue.

(14.) *Refunding Bond to Executor on payment of Legacy,*  
*Act April 13, 1859.*

Know all men by these presents, that we, Henry Ryder, of the borough of Hollidaysburg, county of Blair, and State of Pennsylvania, a legatee under the last will and testament of John Ryder, late of Antis Township, county of Blair aforesaid, deceased, and Thomas Green, of the borough of Hollidaysburg aforesaid, are held and firmly bound unto J. P. Stewart, executor of the last will and testament of the said John Ryder, deceased, in the sum of one thousand dollars, to be paid to the said J. P. Stewart, his certain attorney, executors, administrators, or assigns, to which payment well and truly to be made and done we do bind ourselves, jointly and severally, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated the second day of June, A. D. one thousand eight hundred and eighty-four.

Whereas, the said John Ryder, by his last will and testament,

bearing date the ninth day of February, one thousand eight hundred and seventy-nine, did give and bequeath unto the said Henry Ryder a certain legacy of five hundred dollars (or as the case may be), as by the said in part recited will, duly proved and remaining on record in the Register's Office, at Hollidaysburg, aforesaid, appears: Now the condition of this obligation is such, that if any part or the whole of the said legacy shall at any time after the said Henry Ryder shall have received the same, appear to be wanting to discharge any debt or demand which the said executor shall not have other assets to pay, then, and in that case, if the said Henry Ryder, his heirs, executors, or administrators, shall and do return the said legacy or sum of five hundred dollars, or such ratable part thereof as may be necessary for the purposes aforesaid, and the costs and charges attending any proceedings had for the recovery of the same, then this obligation to be void, else to be and remain in full force and virtue.

Signed, sealed, and delivered  
in presence of  
JAMES S. PLUMMER,  
JONES ROLLINS.

HENRY RYDER, [SEAL.]  
THOMAS GREEN. [SEAL.]

(15.) *Refunding Bond to Guardian on Payment of a Legacy to Ward,  
Act April 13, 1859.*

Know all men by these presents, that we, F. M. Fox, A. F. Kerr, and J. T. Christy, all of the city of Altoona, county of Blair, and State of Pennsylvania, are held and firmly bound unto Samuel Raymond, late guardian of F. M. Fox, in the sum of seven thousand dollars, to be paid to the said Samuel Raymond, his certain attorney, executors, administrators, or assigns, to which payment well and truly to be made and done we do bind ourselves, jointly and severally, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated the twentieth day of June, A. D. one thousand eight hundred and eighty-four.

Whereas, John Patton, late of the county of Huntingdon, and State of Pennsylvania, deceased, by his last will and testament, gave and bequeathed to the said F. M. Fox three thousand five hundred dollars, which was paid by George Owens, his executor, &c., to the said Samuel Raymond, as guardian of the said F. M. Fox, he the said guardian first executing a refunding bond in the sum of seven

thousand dollars to the said executor as required by law. And, whereas, the said F. M. Fox has arrived at full age, and has this day received from the said Samuel Raymond the said sum of three thousand five hundred dollars: Now the condition of this obligation is such, that if the above-bounden F. M. Fox shall and do indemnify and save harmless from all loss and damage which he the said Samuel Raymond may or shall sustain by reason of so paying the said three thousand five hundred dollars to the said F. M. Fox, as aforesaid, then this obligation to be void, else to be and remain in full force and virtue.

Signed, sealed, and delivered }  
 in presence of  
 JAMES WINN,  
 FRED. ALDEN.

F. M. FOX, [SEAL.]  
 A. F. KERR, [SEAL.]  
 J. T. CHRISTY. [SEAL.]

(16.) *Bond in Replevin—Plaintiff, Act March 21, 1772.*

In the Court of Common Pleas of Blair County.

Martin Webster } No. 41.  
*vs.* } October Term, A. D. 1884.  
 Samuel Snyder. } *Replevin.*

Know all men by these presents, that we, Martin Webster and John Fox, both of the county aforesaid, are held and firmly bound unto George Fay, Esq., High Sheriff of said county, in the sum of five hundred dollars, to be paid to the said Sheriff, his certain attorney, executors, administrators, or assigns, to which payment well and truly to be made we do bind ourselves, jointly and severally, our and each of our heirs, executors, administrators, jointly and severally, by these presents. Sealed with our seals and dated the first day of October, A. D. one thousand eight hundred and eighty-four.

Whereas, the above-bound Martin Webster has obtained a certain Writ of Replevin, issued out of the Court of Common Pleas of Blair County aforesaid, to No. 41, October Term, 1884, against the above-named defendant, commanding the said Sheriff that he should replevy and cause to be delivered to the said Martin Webster certain goods in said writ mentioned: Now the condition of this obligation is such, that if the above-bounden Martin Webster shall prosecute his suit against the said Samuel Snyder with effect and without delay, and shall duly return the goods and chattels mentioned and described in the writ issued in the above case, should a

return be awarded, and shall moreover save harmless and indemnify the above-named Sheriff, his heirs, executors, administrators, and every of them, from all manner of suits, costs, and charges whatsoever, by reason of the replevin and delivery aforesaid, then this obligation to be void, else to be and remain in full force and virtue.

Sealed and delivered in	}	MARTIN WEBSTER, [SEAL.]
presence of		JOHN FOX. [SEAL.]
M. ALEXANDER,		
H. H. HERR.		

(17.) *Bond in Replevin—Defendant.*

In the Court of Common Pleas of Blair County.

Martin Webster	}	No. 41.
vs.		October Term, A. D. 1884.
Samuel Snyder.		<i>Replevin.</i>

Know all men by these presents, that we, Samuel Snyder and Peter Stern, both of the county aforesaid, are held and firmly bound unto George Fay, Esq., High Sheriff of said county, in the sum of five hundred dollars, to be paid to the said Sheriff, his certain attorney, executors, administrators, or assigns, to which payment well and truly to be made we do bind ourselves, jointly and severally, our and each of our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals and dated the first day of October, A. D. one thousand eight hundred and eighty-four.

Whereas, Martin Webster, the above plaintiff, has obtained a certain Writ of Replevin, issued out of the Court of Common Pleas of Blair County aforesaid, to No. 41, October Term, 1884, against the above-bound Samuel Snyder, commanding the said Sheriff that he should replevy and cause to be delivered to the said Martin Webster certain goods in said writ mentioned; and, whereas, the said Samuel Snyder, the defendant, hath claimed property in the goods in said writ mentioned, whereof delivery of the same cannot be made: Now the condition of this obligation is such, that if the above-bound Samuel Snyder shall and do well and truly deliver up the goods in said writ mentioned to the said Martin Webster if the property thereof shall be adjudged to be in the said Martin Webster, and shall pay all damages for taking the same, and costs, and shall moreover save harmless and indemnify the above-named Sheriff, his heirs, executors, administrators, and every of them, from all manner

of suits, costs, and charges whatsoever by reason of the premises, then this obligation to be void, else to be and remain in full force and virtue.

Sealed and delivered in	}	SAMUEL SNYDER, [SEAL.]
presence of		PETER STERN. [SEAL.]
EDWIN M. AMIES,		
H. O. KLINE.		

(18.) *Bond of Plaintiff in Attachment, Act March 17, 1869.*

In the Court of Common Pleas of Blair County.

Nathan Myers	}	No. 39.
vs.		October Term, A. D. 1884.
John Howe.		

Know all men by these presents, that we, Nathan Myers, plaintiff above named, and William Westhooover, both of the borough of Hollidaysburg, county of Blair, and State of Pennsylvania, are held and firmly bound unto John Howe, the defendant above named, in the sum of one thousand dollars, to be paid to the said defendant, his executors, administrators, or assigns, to which payment well and truly to be made and done we do bind ourselves, jointly and severally, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated the tenth day of October, A. D. one thousand eight hundred and eighty-four.

Whereas, the said Nathan Myers has made application to the Prothonotary of said Court to issue an attachment in the above-stated action against the said defendant: Now the condition of this obligation is such, that if the said plaintiff shall fail to prosecute said action with effect and recover a judgment against the said defendant, the said plaintiff shall pay to the said defendant all legal costs and damages which the said defendant may sustain by reason of said attachment, then this obligation to be void, or else to be and remain in full force and virtue.

Executed in presence of	}	NATHAN MYERS, [SEAL.]
MARTIN BELL,		WILLIAM WESTHOOVER. [SEAL.]
J. HORACE SMITH.		

(19.) *Bond of Defendant in Attachment, Act March 17, 1869.*

In the Court of Common Pleas of Blair County.

Nathan Myers	}	No. 39.
vs.		October Term, A. D. 1884.
John Howe.		

Know all men by these presents, that we, John Howe, the defendant above named, of the borough of Hollidaysburg, county of Blair, and State of Pennsylvania, and Peter Smith, of the same place, are held and firmly bound unto Nathan Myers, the plaintiff above named, in the sum of one thousand dollars, to be paid to the said plaintiff, his certain attorney, executors, administrators, or assigns, to which payment well and truly to be made and done we do bind ourselves, jointly and severally, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated the tenth day of October, A. D. one thousand eight hundred and eighty-four.

Whereas, the said plaintiff has sued out a writ of attachment in the said Court to No. 39, October Term, 1884, against the said defendant, by virtue of which the sheriff of said county has attached certain effects and property of the said defendant, fully set forth and described in the inventory attached to said writ mentioned: Now, the condition of this obligation is such, that if, in the event of the plaintiff above recovering judgment in said attachment, the said defendant shall pay the debt and costs at the expiration of the stay of execution on sums of like amount given to freeholders, or shall surrender up the said property in as good condition as when attached, to any officer having an execution against said party defendant, on any judgment rendered in said attachment in favor of the plaintiff, then this obligation to be void, or else to be and remain in full force and virtue.

Executed in presence of	}	JOHN HOWE, [SEAL.]
CHAS. GEESEY,		PETER SMITH. [SEAL.]
J. P. STEWART.		

(20.) *Bond of Claimant in Interpleader, Act April 10, 1848.*

In the Court of Common Pleas of Blair County.

Andrew Mason	}	No. 75.
vs.		June Term, 1885.
George Simpson.		<i>Fieri Facias.</i>

Know all men by these presents, that we, William Murray and H. C. Dern, both of the city of Altoona, county of Blair, and



State of Pennsylvania, are held and firmly bound unto the above-named Andrew Mason in the sum of four thousand dollars, to be paid to the said Andrew Mason, his certain attorney, executors, administrators, or assigns, to which payment well and truly to be made we do bind ourselves, jointly and severally, our and each of our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals and dated the first day of June, A. D. one thousand eight hundred and eighty-four.

Whereas, the High Sheriff of said county, by virtue of the above writ of *feri facias*, has levied upon and taken possession of the goods and chattels in the annexed schedule specified as being the property of George Simpson, defendant above, but which goods and chattels the said William Murray claims as his property; and, whereas, the said Court, by virtue of the ninth section of the Act of April 10, 1848, has directed an issue to determine whether the right of property to said goods and chattels levied upon and claimed as aforesaid, or any part thereof, is in the said claimant: Now, the condition of this obligation is such, that if the goods and chattels so levied upon and claimed as aforesaid shall be forthcoming upon the determination of the said issue, to answer said writ, if the issue shall be determined in favor of the said Andrew Mason; or if such goods and chattels shall be forthcoming as shall be determined not to be the property of the said William Murray, then this obligation to be void, else to be and remain in full force and virtue.

Signed, sealed, and delivered }  
 in presence of }  
 A. P. McDONALD, }  
 JACOB SNYDER. }

WILLIAM MURRAY, [SEAL.]  
 H. C. DERN. [SEAL.]

(21.) *Bond of Indemnity to Sheriff upon Levy and Sale.*

In the Court of Common Pleas of Blair County.

Henry Mathews } *Fi. Fa.*  
 vs. } No. 100.  
 Nicholas Cox. } June Term, 1884.

Know all men by these presents, that we, Henry Mathews and John Milton, of the said county of Blair, are held and firmly bound unto George Fay, Esq., High Sheriff of said county, in the sum of two thousand dollars, to be paid to the said sheriff, his certain attorney, executors, administrators, or assigns, to which payment

well and truly to be made we do bind ourselves, jointly and severally, our and each of our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals and dated the tenth day of June, A. D. one thousand eight hundred and eighty-four.

Whereas, a writ of *fieri facias* has issued out of the Court of Common Pleas of Blair County, aforesaid, to No. 100, June Term, 1884, directed to the said sheriff, at the suit of Henry Mathews against Nicholas Cox, commanding him, the said sheriff, to cause to be levied of the goods and chattels, lands and tenements, of the said Nicholas Cox, in his bailiwick, the sum of nine hundred and fifty-six dollars, which was lately adjudged to the said Henry Mathews, as well for his damages as for his costs and charges by him about his said suit in that behalf expended; and, whereas, the said sheriff does not with certainty know what are the goods and chattels or effects of the said Nicholas Cox: Now, therefore, if the said Henry Mathews, his heirs, executors, and administrators shall fully indemnify and save harmless the above-named sheriff, his heirs, executors, administrators, and every of them, of and from all manner of suits, costs, charges, and damages whatsoever by reason of his levying upon, or levying upon and selling by direction of him, the said Henry Mathews, and by virtue of said writ the goods and chattels of any person or persons whatsoever, as or supposing them to be the property of the said Nicholas Cox, then this obligation to be void, else to be and remain in full force and virtue.

Signed, sealed, and delivered  
in presence of  
GEORGE METZ,  
HARVEY S. JAMES.

HENRY MATHEWS, [SEAL.]  
JOHN MILTON. [SEAL.]

(22.) *Bond of Defendant in Execution for forthcoming of goods.*

In the Court of Common Pleas of Blair County.

Henry Mathews } *Fi. Fa.*  
vs. } No. 100.  
Nicholas Cox. } June Term, 1884.

KNOW all men by these presents, that we, Nicholas Cox and Peter Sharp, both of the said county of Blair, are held and firmly bound unto George Fay, Esq., High Sheriff of said county, in the sum of two thousand dollars, to be paid to the said sheriff, his certain attorney, executors, administrators, or assigns, to which payment

well and truly to be made we do bind ourselves, jointly and severally, our and each of our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals and dated the eleventh day of June, A. D. one thousand eight hundred and eighty-four.

Whereas, the above-named sheriff, by virtue of a certain writ of *feri facias*, issuing out of the Court of Common Pleas of said county to No. 100, June Term, 1884, hath seized and taken in execution certain goods and chattels particularly mentioned and described in the levy made under and by virtue of said writ of *feri facias*, and to said writ attached as being the property of the said Nicholas Cox:

Now the condition of this obligation is such, that if the said Nicholas Cox shall well and truly deliver up unto the said sheriff all the goods and chattels mentioned in said writ of *feri facias*, whenever he shall be thereunto required by the said sheriff in as sound and in every way as good a condition as when they were first levied on by the said sheriff, and that without delay, then this obligation to be void, or else to be and remain in full force and virtue.

Signed, sealed, and delivered  
in presence of  
WM. M. BEYER,  
W. LEE WOODCOCK.

NICHOLAS COX, [SEAL.]  
PETER SHARP. [SEAL.]

(23.) *Bond of Indemnity to Sheriff in Foreign Attachment.*

Know all men by these presents, that we, Thompson Turk and Wilson Wilt, both of the county of Blair, and State of Pennsylvania, are held and firmly bound unto George Fay, Esq., High Sheriff of said county of Blair, in the sum of five hundred dollars, lawful money, to be paid to the said sheriff, his certain attorney, executors, administrators, or assigns, to which payment well and truly to be made and done we do bind ourselves, jointly and severally, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated the third day of January, A. D. one thousand eight hundred and eighty-five.

Whereas, in and by a certain writ of attachment, issued out of the Court of Common Pleas of the said county of Blair, tested the twenty-second day of December, A. D. 1884, wherein the said sheriff

was commanded that he should attach Howard Hunt by all and singular the goods and chattels, lands and tenements, in whose hands or possession soever the same might be found in his bailiwick, &c., to answer Thompson Turk in a plea of trespass on the case, &c., which said writ is returnable the first Monday of February next, ensuing: Now the condition of this obligation is such, that if the said Thompson Turk shall protect, indemnify, and save harmless the said George Fay, High Sheriff, as aforesaid, or any deputy, for or by reason of his or their executing the aforementioned writ of attachment, and if the said Thompson Turk shall and will prosecute his suit or action against the said Howard Hunt, according to law, and abide the judgment and award of said Court, then this obligation to be void, else to be and remain in full force and virtue.

Signed, sealed, and delivered	}	THOMPSON TURK, [SEAL.]
in presence of		WILSON WILT. [SEAL.]
SAMUEL SANDS,		
BACON BURD.		

(24.) *Bond for Injunction, Act May 6, 1844.*

In the Court of Common Pleas of Blair County.

Albert Snowden	}	No. 290.
vs.		October Term, 1884.
P. F. Lanard.		In Equity.

Know all men by these presents, that we, Albert Snowden, the plaintiff above named, and J. W. Davis, both of the county of Blair aforesaid, are held and firmly bound unto P. F. Lanard, the defendant above named, in the sum of one thousand dollars, to be paid to the said P. F. Lanard, his certain attorney, executors, administrators, or assigns, to which payment well and truly to be made, we bind ourselves, jointly and severally, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated the first day of November, in the year of our Lord one thousand eight hundred and eighty-four.

Whereas, the above-bounden Albert Snowden has applied to the Court of Common Pleas of the said county of Blair, for an injunction to restrain the said defendant (here set out the matter or thing sought to be restrained by bill): Now the condition of this obligation is such, that if the said Albert Snowden shall well and truly indemnify the said P. F. Lanard for all damages that may be

sustained by him by reason of such injunction, then this obligation to be void, else to be and remain in full force and virtue.

Sealed and delivered in presence of A. V. DIVELY, R. A. O. KERR.	}	ALBERT SNOWDEN, [SEAL.] J. W. DAVIS. [SEAL.]
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(25.) *Bond of Plaintiff in Estrepeement, Act April 11, 1862.*

In the Court of Common Pleas of Blair County.

John Johnson <i>vs.</i> Lorenzo Smith.	}	No. 75. June Term, 1884.
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Know all men by these presents, that we, John Johnson, the plaintiff above, Henry Snyder and Peter Good, all of the county of Blair, aforesaid, are held and firmly bound unto Lorenzo Smith, the defendant above, in the sum of five thousand dollars, to be paid to the said Lorenzo Smith, his certain attorney, executors, administrators, or assigns, to which payment well and truly to be made, we bind ourselves, jointly and severally, and our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated the first day of June, in the year of our Lord one thousand eight hundred and eighty-four.

Whereas, an action of ejectment is pending in the Court of Common Pleas of the said county of Blair, at the suit of the said John Johnson against the said Lorenzo Smith, to No. 21 June Term, 1884, and the said John Johnson has sued out a writ of estrepeement in said action to stay waste in the land mentioned and described in said writ by working the quarries mentioned in said writ (or as the case may be): Now the condition of this obligation is such, that if the said John Johnson shall well and truly indemnify and keep harmless the said Lorenzo Smith of and from all damages that may be sustained by the said Lorenzo Smith by reason of the said writ of estrepeement then this obligation to be void, else to be and remain in full force and virtue.

Sealed and delivered in presence of ADIE COLCLESSER, SAMUEL PERCHEY.	}	JOHN JOHNSON, [SEAL.] HENRY SNYDER, [SEAL.] PETER GOOD. [SEAL.]
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NOTE.—This bond must be approved by a judge.

(26.) *Bond to dissolve Estreperment, Act April 20, 1869.*

In the Court of Common Pleas of Blair County.

John Johnson	} No. 75.
vs.	
Lorenzo Smith.	
	} June Term, 1884.

Know all men by these presents, that we, Lorenzo Smith, defendant above, William McGarvey, and Joseph Long, all of the county of Blair aforesaid, are held and firmly bound unto John Johnson, the plaintiff above, in the sum of five thousand dollars to be paid to the said John Johnson, his certain attorney, executors, administrators, or assigns, to which payment well and truly to be made, we bind ourselves, jointly and severally, and our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated the first day of June, in the year of our Lord one thousand eight hundred and eighty-four.

Whereas, an action of ejectment is pending in the Court of Common Pleas of the said county of Blair, at the suit of the said John Johnson against the said Lorenzo Smith, to No. 21, June Term, 1884, and the said John Johnson has sued out a writ of estreperment in said action to stay waste in the land mentioned and described in said writ by working the quarries in said writ mentioned (or as the case may be): Now the condition of this obligation is such, that if the said Lorenzo Smith shall well and truly indemnify the plaintiff, the said John Johnson, against any damage and loss by reason of so working the quarries as aforesaid (or as the case may be), or by reason of dissolving the writ aforesaid, then this obligation to be void, else to be and remain in full force and virtue.

Sealed and delivered	}	LORENZO SMITH,	[SEAL.]
in presence of		WILLIAM MCGARVEY,	[SEAL.]
JOHN LONDON,		JOSEPH LONG.	[SEAL.]
J. MACSMITH.			

NOTE.—This bond must be approved by a judge.

(27.) *Bond of Administrator on taking out Letters, Act May 15, 1832.*

Know all men by these presents, that we, John Dailey, W. W. Rudisill and Martin Runyen, all of the city of Altoona, county of Blair, and State of Pennsylvania, are held and firmly bound unto the Commonwealth of Pennsylvania, in the sum of ten thousand

dollars, to be paid to the said Commonwealth, to which payment well and truly to be made, we bind ourselves, jointly and severally, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, dated the tenth day of September, in the year of our Lord one thousand eight hundred and eighty-four.

The condition of this obligation is such, that if the above-bounden John Dailey, administrator of all and singular the goods, chattels, and credits of Frederick Sanders, late of the said city of Altoona, deceased, do make or cause to be made a true and perfect inventory of all and singular the goods, chattels, and credits of the deceased, which have or shall come to the hands, possession, or knowledge of him, the said John Dailey, administrator as aforesaid, or into the hands or possession of any other person or persons for him, and the same so made do exhibit or cause to be exhibited into the Register's office, in the county of Blair, in accordance with the requirements of and within the time fixed by law, to wit, on or before the —— day of —— next, and the same goods, chattels, and credits, and all the other goods, chattels, and credits of the said deceased, at the time of his death, which at any time after shall come into the hands or possession of the said John Dailey, administrator as aforesaid, or into the hands or possession of any other person or persons for him, do well and truly administer according to law. And further do make or cause to be made a true and just account of his said administration, within one year from the date hereof, or when thereunto legally required, and all the rest and residue of said goods, chattels, and credits which shall be found remaining upon the said administrator's account (the same being first examined and allowed of by the Orphans' Court of the county of Blair aforesaid), shall deliver and pay unto such person or persons respectively, as the said Orphans' Court by their decree or sentence, pursuant to the true intent and meaning of the several laws now in force in this Commonwealth, shall limit and appoint. And if it shall hereafter appear, that any last will and testament was made by said deceased, and the executor or executors therein named do exhibit the same into the Register's office, making request to have it allowed and approved accordingly. And if then the above-bounden John Dailey, administrator as aforesaid, being thereunto required, do render and deliver the said letters of administration (approbation of such testament being first had and made in said Register's office),

then this obligation to be void, else to be and remain in full force and virtue.

Signed, sealed, and delivered	}	JOHN DAILEY,	[SEAL.]
in the presence of		W. W. RUDISILL,	[SEAL.]
S. M. WOODCOCK,		MARTIN RUNYEN.	[SEAL.]
ROBERT JOHNSON.			

(28.) *Bond of Guardian at Appointment, Act March 29, 1832.*

Know all men by these presents, that we, Samuel McCamant and T. C. Thompson, both of the borough of Tyrone, county of Blair, and State of Pennsylvania, are held and firmly bound unto the Commonwealth of Pennsylvania in the sum of ten thousand dollars, to be paid to the said Commonwealth, her certain attorney or assigns, to which payment well and truly to be done we do bind ourselves, jointly and severally, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated the fifteenth day of October, A. D. one thousand eight hundred and eighty-four.

Whereas, the above-bounden Samuel McCamant was, at an Orphans' Court held in and for the county of Blair aforesaid, on the fourteenth day of October, A. D. 1884, appointed by the said Court, guardian of Anna Mary and William S. Mattern, minor children of Thomas Mattern, late of said county, deceased: Now the condition of this obligation is such, that if the said Samuel McCamant shall at least once in every three years, or as often as he shall be thereunto required by the said Court, render a just and true account of the management of the property and estate of the said minors, and shall also deliver up the said property in accordance with any order or decree made by said Court, or by the direction of law, and shall in all respects faithfully perform the duties of guardian of said minor, then the above obligation to be void, else to be and remain in full force and virtue.

Signed, sealed, and delivered	}	SAMUEL McCAMANT,	[SEAL.]
in presence of		T. C. THOMPSON.	[SEAL.]
J. D. HICKS,			
J. L. HOLMES.			

(29.) *Bond of Assignee, Act June 4, 1883.*

Know all men by these presents, that we, Richard Roe, assignee of John Doe, of the city of Altoona, county of Blair, and State of



° Pennsylvania, and Mary his wife, in trust for the benefit of the creditors of the said John Doe, H. B. Kendig, and James W. Curry, all of the city of Altoona aforesaid, are held and firmly bound unto the Commonwealth of Pennsylvania in the sum of eight thousand dollars, lawful money, to be paid to the said Commonwealth, her certain attorney or assigns, to which payment well and truly to be made we bind ourselves, jointly and severally, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated the 30th day of October, A. D. one thousand eight hundred and eighty-four.

The condition of this obligation is such, that if the above-bounden Richard Roe, assignee of John Doe and Mary his wife, shall in all things comply with the provisions of the Acts of Assembly in such case made and provided, and upon sale of such assigned estate, either real or personal, or any part thereof, with or without any order of the Court of Common Pleas, as to such assigned real estate, shall faithfully account for all proceeds arising therefrom according to law, and shall in all things faithfully execute the trust confided to them, then this obligation to be void, otherwise to be and remain in full force and virtue.

Executed and delivered	}	RICHARD ROE,	[SEAL.]
in presence of		H. B. KENDIG,	[SEAL.]
H. AL MCGRAW,		JAMES W. CURRY.	[SEAL.]
B. F. ROSE.			

Now, October 30th, 1884, the within Bond approved.

JOHN DEAN,  
President Judge.

(30.) *Bond of a Treasurer of a Company or Association.*

Know all men by these presents, that we, Eben Evens, Thomas Times, and Quincy Queer, all of the city of Altoona, county of Blair, and State of Pennsylvania, are held and firmly bound unto The Equitable Loan and Building Association in the sum of five thousand dollars, lawful money, to which payment well and truly to be made and done we do bind ourselves, jointly and severally, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated the ——— day of ———, A. D. one thousand eight hundred and eighty——.

The condition of this obligation is such, that, whereas, the above-

bound Eden Evens has been chosen Treasurer of the said The Equitable Loan and Building Association, and as such will receive into his hands divers sums of money, being the property of the said Association; if, therefore, the said Eben Evens, his executors or administrators, shall at the expiration of his term as Treasurer, or so often as he is thereunto requested, make, give, and render unto the said Association, or to its auditors, a just, true, and perfect account of all moneys being the property of the said Association, which have come into his hands, charge, or possession as Treasurer aforesaid, and shall and do pay over and deliver to his successor in office, or to any other person duly authorized by the said Association to take and receive the same, all such balances or sums of money, or any and all other property which shall be due or belonging to the said Association, then this obligation to be void, else to be and remain in full force and virtue.

Signed, sealed, and delivered in presence of ROBERT ROUND, STANLEY STACEY.	}	EBEN EVENS, [SEAL.] THOMAS TIMES, [SEAL.] QUINCY QUEER. [SEAL.]
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(31.) *Bond of an Attorney in fact to Account for Moneys collected.*

Know all men by these presents, that we, Abraham Abrems, Hendrick Hudson, and Augustus August, are held and firmly bound unto John Johnson in the sum of five thousand dollars, lawful money, to which payment well and truly to be made and done we do bind ourselves, jointly and severally, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated the —— day of ——, A. D. 18—.

The condition of this obligation is such, that, whereas, a certain letter of attorney, bearing even date herewith, was made and executed by the said John Johnson, duly authorizing and empowering the above-bound Abraham Abrems to ask, demand, and receive certain sums of money due the said John Johnson from a number of and different parties, and so receiving to receipt for the same in the name of the said John Johnson, as by the said letter of attorney more fully and at large appears. If, therefore, the said Abraham Abrems shall faithfully and honestly execute the trust imposed by the letter of attorney aforesaid, and shall account for and pay unto the said John Johnson, his executors, administrators, or assigns, all

such sum or sums of money he shall or may from time to time receive by virtue of the said letter of attorney, first deducting his reasonable commissions and expenses for services in and about the said matter rendered, then this obligation to be void, else to be and remain in full force and virtue.

Signed, sealed, and delivered  
in presence of  
MORRIS MORTS,  
PETER PARKER.

ABRAHAM ABREMS, [SEAL.]  
HENDRICK HUDSON, [SEAL.]  
AUGUSTUS AUGUST. [SEAL.]

(32.) *Bond of Respondent in Action of Divorce for Payment of Alimony, Act April 15, 1845.*

Know all men by these presents, that we, A. B., &c., are held and firmly bound unto the Commonwealth of Pennsylvania, &c. &c.

The condition of this obligation is such, that, whereas, the Court of Common Pleas of ——— County aforesaid did, on the ——— day of ———, A. D. 18—, grant or decree a divorce unto R. B., wife of the above-bound A. B., from the bed and board of him the said A. B., and allowed to her the annual sum of five hundred dollars as her alimony, to be paid by him quarterly upon the first days of January, April, July, and October, in each and every year, to continue until a reconciliation takes place between them, or until the said A. B. shall, by his petition or libel, offer to receive and cohabit with the said R. B. again, and use her as a good husband ought to do, and thereupon the said Court will suspend, discharge, or annul said decree: If, therefore, the said A. B. shall and will pay the alimony aforesaid in amount and upon the times as fixed by the said decree then this obligation to be void, else to be and remain in full force and virtue.

(33.) *Bond Indemnifying the Maker of a Lost Obligation on his paying the same.*

Know all men by these presents, that we, Mathew Lincoln and Samuel Gregg, both of the borough of Hollidaysburg, county of Blair, and State of Pennsylvania, are held and firmly bound unto James Nosker, of the same place, in the sum of one thousand dollars, lawful money, to be paid to the said James Nosker, his certain attorney, executors, administrators, or assigns, to which payment well and truly to be made and done we do bind ourselves, jointly and severally, our and each of our heirs, executors, and admin-

istrators, jointly and severally, firmly by these presents. Sealed with our seals and dated the first day of January, A. D. one thousand eight hundred and eighty-five.

The condition of this obligation is such, that, whereas, the said James Nosker did, on the first day of July, A. D. 1884, make and execute unto the above-bound Mathew Lincoln a certain bond or obligation in the penal sum of one thousand dollars, wherein the said James Nosker obligated himself to pay unto the said Mathew Lincoln, three months from the date aforesaid, the sum of five hundred dollars, with legal interest thereon; and, whereas, the said Mathew Lincoln has, at and since the maturity of the said bond or obligation, failed to produce the same—though its execution and delivery and his liability under the same are acknowledged by the said James Nosker—he, the said Mathew Lincoln, alleging and averring that the said bond or obligation has either been lost, mislaid, or stolen; and, whereas, the said James Nosker, being desirous of paying and discharging his indebtedness in the premises, has this day paid unto the said Mathew Lincoln the said sum of five hundred dollars with its interest, secured by the said bond or obligation alleged to have been lost, mislaid, or stolen as aforesaid; if, therefore, the said Mathew Lincoln, his heirs, executors, or administrators, do and shall from time to time and at all times hereafter, keep harmless, save, defend, and indemnify the said James Nosker, his executors and administrators, of, from, and against the said bond and obligation of five hundred dollars, and of and from all costs, charges, damages, and expenses as shall or may happen to arise therefrom, and also to deliver up the said bond or obligation for cancellation, when the same shall be found, then this obligation to be void, else to be and remain in full force and virtue.

Signed, sealed, and delivered  
in presence of  
THOMAS COULTER,  
JASON QUEER.

MATHEW LINCOLN, [SEAL.]  
SAMUEL GREGG. [SEAL.]

(34.) *Bond Indemnifying against Claim of Dower.*

Know all men by these presents, that we, Andrew Anderson and Benton Bird, both of ———, county of ———, and State of Pennsylvania, are held and firmly bound unto Edwin Edwards, of the same place, in the sum of one thousand dollars, lawful money, to which payment well and truly to be made and done we do bind

ourselves, jointly and severally, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—.

Whereas, the said Andrew Anderson, by indenture bearing even date herewith, hath granted, bargained, sold, and conveyed unto the said Edwin Edwards all that certain tract, piece, or parcel of land situate, &c. (here give description of premises as contained in deed), with the appurtenances thereunto belonging, as by the said indenture, relation being thereunto had more fully and at large appears: Now the condition of this obligation is such, that if the above-bound Andrew Anderson, his heirs, executors, and administrators, shall and do, from time to time and at all times hereafter, keep harmless, save, and indemnify the said Edwin Edwards, his heirs, executors, and administrators, from the dower or thirds which Annie Anderson, the wife (or mother) of the said Andrew Anderson shall or may claim, or to which she may be entitled in the above-described premises, and of and from all actions, costs, charges, payments, and damages for or by reason thereof, then this obligation to be void, else to be and remain in full force and virtue.

Signed, sealed, and delivered	}	ANDREW ANDERSON, [SEAL.]
in presence of		BENTON BIRD. [SEAL.]
FRANK FUNK,		
GREGORY GEORGE.		

(35.) *Bond securing the Performance of Covenants.*

Know all men by these presents, that we, A. B. and C. D., both of \_\_\_\_\_, county of \_\_\_\_\_, and State of Pennsylvania, are held and firmly bound unto E. F., of the same place, in the sum of \_\_\_\_\_ dollars, lawful money, to be paid unto the said E. F., his certain attorney, executors, administrators, or assigns, to which payment well and truly to be made and done we do bind ourselves, jointly and severally, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated the \_\_\_\_\_ day of \_\_\_\_\_, A. D. one thousand eight hundred and eighty—.

Whereas, by a certain indenture made and executed the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, wherein the said E. F. is party of the first and the said A. B. is party of the second part, the said E. F. doth let and lease unto the said A. B. certain premises in said

indenture fully mentioned and described (or as the case may be), under certain rents, covenants, promises, and agreements on the part of the said A. B. to be paid, observed, performed, and fulfilled, reference thereunto had will more fully and at large appear: Now the condition of this obligation is such, that if the above-bound A. B., his heirs, executors, or administrators shall and do well and truly observe, perform, fulfil, and keep all and every the grants, articles, clauses, provisos, covenants, promises, and agreements whatsoever, which, on his part, are or ought to be observed, performed, fulfilled and kept, comprised and mentioned in the indenture of lease (or as may be) hereinbefore referred to, according to the purport, true intent, and meaning of the same, then this obligation to be void, else to be and remain in full force and virtue.

Signed, sealed, and delivered }  
 in presence of }  
     O. P., }  
     Q. R. }

A. B., [SEAL.]

C. D. [SEAL.]

(36.) *Bond securing the Execution of a Conveyance under Articles of Agreement.*

Know all men by these presents, that we, A. B. and C. D., both of the ———, county of ———, and State of Pennsylvania, are held and firmly bound unto E. F., of ———, county of ———, and State aforesaid, in the sum of five thousand dollars, lawful money, to be paid to the said E. F., his certain attorney, executors, administrators, or assigns, to which payment well and truly to be made and done we do bind ourselves, jointly and severally, our and each of our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals and dated the ——— day of A. D. one thousand eight hundred and eighty——.

Whereas, the above-bound A. B., by articles of agreement bearing even date herewith, reference being thereunto had will more fully and at large appear, hath covenanted and agreed to well and sufficiently convey and assure unto the said E. F., his heirs or assigns, by general warranty deed, clear of all encumbrances, all that certain, &c. (here describe the premises as in agreement for sale): Now the condition of this obligation is such, that if the above-bound A. B. shall in all things keep, fulfil, and carry into effect the covenants and conditions of the hereinbefore-mentioned articles of agreement in each and every particular, and shall well

and sufficiently convey the above-mentioned and described premises in accordance with the terms of the said agreement, then this obligation to be void, else to be and remain in full force and virtue.

Signed, sealed, and delivered	}	A. B., [SEAL.]
in presence of		C. D. [SEAL.]
G. H.,		
I. J.		

(37.) *Bond Indemnifying the Bail in Bail Bond.*

Know all men by these presents, that we, Mason Marks and Henry Jones, both of the city of Altoona, county of Blair, and State of Pennsylvania, are held and firmly bound unto William D. Hall, of the same place, in the sum of eight hundred dollars, lawful money, to be paid unto the said William D. Hall, his certain attorney, executors, administrators, or assigns, to which payment well and truly to be made and done we do bind ourselves, jointly and severally, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated the thirty-first day of October, A. D. 1884.

Whereas, the said William D. Hall, at the special instance and request of the said Mason Marks, became bound unto George Fay, High Sheriff of Blair County aforesaid, by obligation bearing even date herewith, in the sum of four hundred dollars, conditioned for the appearance of the said Mason Marks before the Court of Common Pleas of said county on the second Monday of January next, following the date of said obligation, as by reference thereunto had will more fully and at large appear: Now the condition of this obligation is such, that if the said Mason Marks shall appear before the said Court, in accordance with the terms of said obligation, and as by law he is required to do, and shall and do, from time to time and at all times hereafter, well and sufficiently save, defend, indemnify, and keep harmless the said William D. Hall, his heirs, executors, and administrators of and from all actions, costs, charges, damages, and payments for or by reason of the said obligation, then these presents and every matter and thing herein contained shall be null and void, else to be and remain in full force and virtue.

Signed, sealed, and delivered	}	MASON MARKS, [SEAL.]
in presence of		HENRY JONES. [SEAL.]
WILLIAM THOMPSON,		
SAML. SHROW.		

(38.) *Bond Indemnifying an Executor on paying a Legacy,  
Act Feb'y 24, 1834.*

Know all men by these presents, that we, Mathew Moler and William Winkler, both of ———, county of ———, and State of Pennsylvania, are held and firmly bound unto David Davis, executor of the last will and testament of Paul Parker, late of said county, deceased, in the sum of two thousand dollars, lawful money, to which payment well and truly to be made and done we do bind ourselves, jointly and severally, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated the ——— day of ———, A. D. 18—.

Whereas, the said Paul Parker, by his last will and testament, bearing date the ——— day of ———, A. D. 18—, duly proved and of record in the office of the Register of said county, in Will Book, &c., did bequeath unto Thomas Trotter, of said county of ———, a certain legacy of one thousand dollars; and, whereas, the said David Davis, executor as aforesaid, at the special instance and request of the above-bound Mathew Moler, guardian, &c., of the said Thomas Trotter, a minor under the age of twenty-one years, hath paid the said one thousand dollars unto him, the said Mathew Moler, for the use and benefit of the said Thomas Trotter:

Now the condition of this obligation is such, that if the said Mathew Moler shall procure the said Thomas Trotter, upon his arriving at the age of twenty-one years, to release the legacy, as aforesaid, unto the said David Davis, executor as aforesaid, and shall at all times keep harmless, save, defend, and indemnify the said David Davis, his heirs, executors, and administrators of and from all actions, costs, charges, payments, and damages, for or by reason of his so paying the legacy as aforesaid, then this obligation to be void, else to be and remain in full force and virtue.

Signed, sealed, and delivered  
in presence of  
HOWARD HATTON,  
SAMUEL STOKES.

MATHEW MOLER, [SEAL.]  
WILLIAM WINKLER. [SEAL.]

(39.) *Bond Indemnifying an Endorser.*

Know all men by these presents, that I, Robert Hasker, of ———, county of ———, and State of Pennsylvania, am held and firmly



bound unto Thomas Wills, of ———, county of ———, and State aforesaid, in the sum of one thousand dollars, lawful money, to be paid to the said Thomas Wills, his certain attorney, executors, administrators, or assigns, to which payment well and truly to be made and done, I bind myself, my heirs, executors, administrators, and every of them, firmly by these presents. Sealed with my seal and dated the ——— day of ———, A. D. one thousand eight hundred and eighty-five.

The condition of this obligation is such, that, whereas, the said Thomas Wills at the special instance and request of the above-bounden Robert Hasker did endorse for the said Robert Hasker a certain promissory note, dated the ——— day of ———, 1885, payable at the First National Bank of Altoona, six months from the date aforesaid, for the sum of five hundred dollars, which said note was so endorsed for the accommodation of the said Robert Hasker; if, therefore, the said Robert Hasker shall and do, from time to time and at all times hereafter, well and sufficiently keep harmless, save, defend, and indemnify the said Thomas Wills, his heirs, executors, and administrators, of and from his liability as endorser as aforesaid, or for the renewal or removal of said note by endorsing any other note or notes for that purpose, and of and from all actions, costs, damages, and payments for or by reason thereof, then this obligation to be void, else to be and remain in full force and virtue.

Signed, sealed, and delivered  
in presence of  
WILLIAM THOMPSON,  
E. M. HOWE.

ROBERT HASKER. [SEAL.]

(40.) *Bond that the Wife of Obligor may live separate from her Husband free from Molestation.*

Know all men by these presents, that we, Henry Holler and Samuel Smith, of the borough of Tyrone, county of Blair, and State of Pennsylvania, are held and firmly bound unto William Walton, of the same place, in trust for and to the use of Harriet Holler, wife of the above-bound Henry Holler, in the sum of two thousand dollars, lawful money, to which payment well and truly to be made, we do bind ourselves, jointly and severally, our and each of our heirs, executors, and administrators, jointly and sever-

ally, firmly by these presents. Sealed with our seals and dated the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 1885.

The condition of this obligation is such, that, whereas, in and by a certain indenture made and executed the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, between the said Henry Holler and Harriet Holler, his wife, they, the said parties, by reason of divers disputes and unhappy differences arising between them, did consent and agree to live separate and apart from each other during their natural lives; and, whereas, it was further agreed that the said Harriet Holler might and could, during such separation, follow any trade, occupation, or employment which to her might seem meet, and to her own profit, benefit, and advantage, no debt or debts, however, to be contracted by her, whereby the estate of her said husband might become liable in any manner whatever. If, therefore, the said Henry Holler do and shall permit and suffer his said wife to live separate and apart from him, as provided by the terms and conditions of the articles or indenture of separation aforementioned, without molestation, disturbance, or interruption on his part, and shall at all times during such separation, permit and suffer his said wife to have, hold, and enjoy to her sole and separate use all moneys, goods, chattels, and effects whereof she is now possessed, as well as all moneys, goods, chattels, and effects which she, by any means whatsoever, may acquire, without let, hindrance, molestation, or interruption of or by him, the said Henry Holler, and shall also at all times during such separation behave himself peaceably and quietly towards his said wife, and shall abstain from molesting, assaulting, disturbing, or otherwise doing her any personal harm or injury, then this obligation to be void, else to be and remain in full force and virtue.

Signed, sealed, and delivered }  
 in presence of }  
     D. T. CALDWELL, }  
     P. FLYNN. }

HENRY HOLLER, [SEAL.]  
 SAMUEL SMITH. [SEAL.]

(41.) *Bond to maintain Parents.*

Know all men by these presents, that we, A. B. and C. D., both of \_\_\_\_\_, county of \_\_\_\_\_, and State of Pennsylvania, are held and firmly bound unto F. B., and H. B. his wife, of the same place, in the sum of two thousand dollars, lawful money, to which payment well and truly to be made and done, we do bind ourselves,

jointly and severally, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated the —— day of ——, A. D. one thousand eight hundred and eighty-five.

The condition of this obligation is such, that, whereas, the said F. B. and H. B., parents of the above A. B., have, by indenture bearing even date herewith, granted and confirmed unto the said A. B. in fee, a certain tract, piece, or parcel of land situate, &c. (here give description as in the deed), for certain valuable considerations, amongst others, that the said A. B. shall maintain and keep the said F. B. and H. B. during their natural lives, or the life of the survivor of them, with good, sufficient, wholesome, and decent lodging, meat, drink, clothing, washing, and attendance, as well in health as in sickness, and also pay unto them severally the sum of two hundred dollars per annum during the term aforesaid, upon the first day of April of each and every year. If, therefore, the said A. B., his heirs, executors, or administrators, shall and do from time to time and at all times during the said term fully comply with and carry into effect each and every of the conditions aforesaid, then this obligation to be void, else to be and remain in full force and virtue.

Signed, sealed, and delivered }  
 in presence of }  
                   R. S. }  
                   P. Q. }

A. B. [SEAL.]  
 C. D. [SEAL.]

(42.) *Bond Indemnifying Bail in Recognizance for  
 Stay of Execution.*

Know all men by these presents, that we, A. B. and C. D., both of ——, county of ——, and State of Pennsylvania, are held and firmly bound unto E. F., of the same place, in the sum of five hundred dollars, lawful money, to be paid to the said E. F., his certain attorney, executors, administrators, or assigns, to which payment well and truly to be made and done we do bind ourselves, jointly and severally, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated the —— day of ——, A. D. one thousand eight hundred and eighty ——.

Whereas, a certain judgment has been obtained against the said A. B., in the Common Pleas Court of —— County, to No. 1086,

January Term, 1885, for two hundred and fifty dollars, with interest and costs (or before N. P., a Justice of the Peace in and for the said county of ———); and, whereas, the said E. F., at the special instance and request of the said A. B., hath entered his recognizance in the said Court (or before the said Justice of the Peace), to the plaintiff in the aforementioned judgment, conditioned that he, the said E. F., shall and will pay the amount of the above judgment, together with interest and costs in the event that the said A. B. shall fail to pay the same at the expiration of the stay of execution: Now the condition of this obligation is such, that if the said A. B. shall at the expiration of the stay of execution upon the aforementioned judgment pay and satisfy the same, with its interest and costs, and shall and do from time to time and at all times hereafter, well and sufficiently, keep harmless, save, defend, and indemnify the said E. F., his heirs, executors, administrators, and assigns of and from all actions, suits, costs, charges, damages, and payments, for or by reason of the said E. F. so entering his recognizance as aforesaid, then this obligation to be void, else to be and remain in full force and virtue.

Signed, sealed, and delivered  
in presence of  
R. S.  
H. V.

A. B. [SEAL.]  
C. D. [SEAL.]

(43.) *Bond to County for Maintenance of a Bastard Child.*

Know all men by these presents, that we, Jason Williams and Samuel Walter, both of the county of Blair, and State of Pennsylvania, are held and firmly bound unto the said county of Blair, in the sum of five hundred dollars, lawful money, to be paid to the said county, her certain attorney or assigns, to which payment well and truly to be made and done, we do bind ourselves, jointly and severally, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated the second day of February, A. D. one thousand eight hundred and eighty-five.

The condition of this obligation is such, that, whereas, one Eliza Hifner, of Logan Township, county aforesaid, spinster, hath lately, within said county, been delivered of a male bastard child (or is now pregnant with child), and hath charged the said Jason Williams with being the father thereof; if, therefore, the said Jason Williams

shall and do from time to time and at all times hereafter, well and sufficiently keep harmless, save, defend, and indemnify the said county of Blair, of and from all expenses, costs, damages, and charges whatsoever, which shall or may happen or accrue, by the birth, maintenance, education, or otherwise, of the said child (or of such child or children wherewith the said Eliza Hifner by the said Jason Williams now goeth), and of and from all actions and demands whatsoever, touching or concerning the same, then this obligation to be void, else to be and remain in full force and virtue.

Signed, sealed, and delivered  
in presence of  
HAMPTON HURD,  
JOHNSON JACK.

JASON WILLIAMS, [SEAL.]  
SAMUEL WALTER. [SEAL.]

(44.) *Bond to Mother of a Bastard Child.*

Know all men by these presents, that we, Robert Rogers, Silas Sellers, and Thomas Taylor, all of the city of Altoona, county of Blair, and State of Pennsylvania, are held and firmly bound unto Sarah Ann Higgins, of the same place, in the sum of one thousand dollars, lawful money, to which payment well and truly to be made and done, we do bind ourselves, jointly and severally, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated the third day of January, A. D. one thousand eight hundred and eighty-five.

Whereas, the above-named Sarah Ann Higgins did, on the second day of January, A. D. 1885, before W. B. Blake, an alderman in and for the city of Altoona, aforesaid, make an information charging the said Robert Rogers with fornication and bastardy in that she, the said Sarah Ann Higgins, was at that time pregnant with child (or that she had, on the second day of December, A. D. 1884, been delivered of a female bastard child in the county aforesaid), and that the said Robert Rodgers did beget her with such child, and that he is the father of the same; and, whereas, the said Sarah Ann Higgins is willing and desirous, for the considerations hereinafter mentioned, of withdrawing the information so made as aforesaid, and of compromising and settling the criminal prosecution so commenced: Now the condition of this obligation is such, that if the above-bound Robert Rodgers, his heirs, executors, or administrators, shall and will, *in case the said Sarah Ann Higgins*

*be delivered of the child with which she now claims to be pregnant* (or, if the information charges that the child be already born, omit the words in italics), well and truly pay unto the said Sarah Ann Higgins, or to her certain attorney, executors, administrators, or assigns, as well the costs and charges in the proceedings had before W. B. Blake, alderman, as aforesaid, as fifty dollars lying-in expenses, and the further sum of one dollar each and every week, until the said child shall have arrived at the age of seven years, should it so long live (or, if a certain fixed amount be agreed upon, after the words "W. B. Blake, alderman, as aforesaid," say, "as the further sum of ——— dollars"), which is accepted and received by the said Sarah Ann Higgins, in full and complete settlement of any claim or demand she may have in the premises, and against the said Robert Rodgers, and shall, besides, make and execute unto the county of Blair a good and sufficient bond conditioned that the said child shall not become a charge upon the said county, then this obligation to be void, else to remain in full force and virtue.

Signed, sealed, and delivered	}	ROBERT ROGERS, [SEAL.]
in presence of		SILAS SELLERS, [SEAL.]
MASON MASTER,		THOMAS TAYLOR. [SEAL.]
PETER PATCH.		

(45.) *Bond of Indemnity to discharge Encumbrances.*

Know all men by these presents, that I, Henry Homer, of ———, county of ———, and State of Pennsylvania, am held and firmly bound unto Jacob Sands, of the same place, in the sum of six hundred dollars, lawful money, to be paid to the said Jacob Sands, his certain attorney, executors, administrators or assigns, to which payment, well and truly to be made and done, I bind myself, my heirs, executors, administrators, and every of them firmly by these presents. Sealed with my seal and dated the ——— day of ———, A. D. 18—.

The condition of this obligation is such, that, whereas, the above-bound Henry Homer hath, by indenture bearing even date herewith, granted, bargained, and sold unto the said Jacob Sands a certain tract, piece, or parcel of land, situate, lying, and being (here describe the premises), with the appurtenances, and, whereas, the said piece of land is subject to the lien of a certain judgment to No. ———, ——— Term, 18—, Common Pleas Court of ——— County, for the sum of three hundred dollars, and interest and

costs, in favor of Peter Good against the said Henry Homer; if, therefore, the said Henry Homer shall and do, within three months from the date of these presents, fully pay and satisfy the said judgment, with its interest and costs, or shall procure and have released the said hereinbefore described tract, piece, or parcel of land, so conveyed as aforesaid, from the lien and operation of the said judgment, and shall from time to time and at all times hereafter well and sufficiently keep harmless, save, and indemnify the said Jacob Sands, his heirs, executors, and administrators, of and from the said judgment, and of and from all actions, costs, charges, damages, and payments for or by reason thereof, then this obligation to be void, else to be and remain in full force and virtue.

Signed, sealed, and delivered

in presence of

GEORGE SANDERS,

FRANK RAMBLER.

HENRY HOMER. [SEAL.]

(46.) *Bond Indemnifying Lessee on Payment of Rents to a party claiming adverse to Lessor.*

Know all men by these presents, &c.

Whereas, the above-bound A. B. hath, by indenture of lease, bearing date the ——— day of ———, A. D. one thousand eight hundred and eighty ———, demised and leased unto the said C. D. all that certain, &c. (here describe the premises as in lease), to have and to hold the said premises unto the said C. D., his heirs, executors, administrators, or assigns, for the term of ——— years, paying as rent therefor (as in lease), as by the said indenture fully appears; and, whereas, a certain E. F. claims title to the premises aforesaid and has notified the said C. D. not to pay further rent therefor unto the said A. B., but to pay the same unto him, the said E. F. Now the condition of this obligation is such, that if the said A. B. his heirs, executors, and administrators, shall and do, from time to time and at all times hereafter, well and sufficiently keep harmless save, defend, and indemnify the said C. D., his heirs, executors administrators, and assigns, of and from all actions, costs, charges payments, and damages for or by reason of his paying the rents aforesaid to him, the said A. B., then this obligation to be void else to be and remain in full force and virtue.

(47.) *Bond Indemnifying Bail in Recognizance for Appearance of a Defendant in a Criminal Action.*

Know all men by these presents, that we, A. B. and C. D., both of ———, county of ———, and State of Pennsylvania, are held and firmly bound unto E. F., of the same place, in the sum of one thousand dollars, lawful money, to which payment well and truly to be made and done, we do bind ourselves, jointly and severally, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated the ——— day of ———, A. D. one thousand eight hundred and eighty ———.

Whereas, a criminal information hath lately been made before Z. Y., a Justice of the Peace in and for the said county of ———, upon the oath of H. M., charging the said A. B. with (here give the offence charged); and, whereas, upon a preliminary hearing had before the said Justice of the Peace upon said charge, he, the said A. B., was held in the sum of five hundred dollars for his appearance at the next Court of Quarter Sessions of the said county of ———, there to answer whatever might be objected against him on behalf of the Commonwealth, and not depart without leave; and, whereas, the said E. F., at the special instance and request of the said A. B., entered his recognizance for the appearance, as aforesaid, of the said A. B.: Now the condition of this obligation is such, that if the said A. B. shall appear according to the conditions of the said recognizance, and as the law requires, and shall also, from time to time and all times hereafter, well and sufficiently keep harmless, save, defend, and indemnify the said E. F., his heirs, executors, administrators, and assigns of and from all actions, costs, charges, damages, and payments for or by reason thereof, then this obligation to be void, else to be and remain in full force and virtue.

Signed, sealed, and delivered }  
 in presence of }  
                   H. P. }  
                   S. M. }

A. B. [SEAL.]

C. D. [SEAL.]



(48.) *Bond of Plaintiff to submit Matters in Controversy to Arbitrators, Act June 16, 1836.*

In the Court of Common Pleas of Blair County.

James Johnson } No. 400.  
                   <sup>vs.</sup> }  
 Samuel Sands. } June Term, 1885.

Know all men by these presents, &c. (Bond to be taken in the name of defendant.)

The condition of this obligation is such, that, whereas, the parties plaintiff and defendant in the above-stated action, for the purpose of ending the same by arbitration, have submitted all matters in controversy between them (if matters of law are reserved, say, "have submitted all matters of fact in controversy, &c.") to the award or umpirage of B. F. Rose, Chas. J. Mann, and John A. Smith, or any two of them agreeing (if matters of law are reserved, say, "reserving all matters of law arising thereupon for the decision of the said Court, the report of the said referees upon the facts as found by them to have the same effect as a special verdict"), and that said submission shall be made a rule of the said Court, agreeably to the provisions of the Act of Assembly of June 16, 1836: If, therefore, the above-bound James Johnson shall and will in all things submit to and perform the award or umpirage of the above-named referees, or any two of them agreeing, of all matters submitted to them as aforesaid, said award or umpirage being certified to under their hands and seals, or the hands and seals of any two of them agreeing, and delivered to the party as in whose favor such award may be made, within five days from the finding thereof; then this obligation to be void, else to be and remain in full force and virtue.

NOTE.—A Bond of like character from defendant to plaintiff is necessary.

*Affidavit of Execution of Bond to be endorsed thereon.*

Blair County, ss.

John Jones, being duly sworn (or affirmed) according to law, says that he saw the within-named James Johnson sign, seal, and deliver the within bond as his act and deed on the day of the date thereof.

JOHN JONES.

Sworn (or affirmed) and subscribed to before me, this \_\_\_\_\_ day of \_\_\_\_\_, 18—.

B. F. ROSE,  
 Alderman.

(49.) *Bond for Appearance of Insolvent Defendant at an Adjourned Hearing after Arrest, Act July 12, 1842.*

In the Court of Common Pleas of Blair County.

John Jones	}	No. 460.
<i>vs.</i>		
Peter Smith.		

January Term, 1885.

Know all men by these presents, &c. (as in Common Form).

The condition of this obligation is such, that, whereas, John Jones, the plaintiff above, hath made an application, under Act of Assembly approved July 12th, 1842, to the Honorable John Dean, President Judge of said Court, for a warrant of arrest against Peter Smith, the defendant above, setting forth in his said application, or petition and affidavit, that the said Peter Smith is indebted to him in the sum of five hundred dollars, for the recovery of which he has commenced the above-stated action, and that the said Peter Smith is about to remove his property out of the jurisdiction of the said Court, with intent to defraud his creditors (or as the case may be, setting forth, with precision, one or more of the causes for issuing the attachment, as provided by the said Act of Assembly). And whereas the said Judge has adjourned the hearing of the said application until January 10th, 1885, at two o'clock P. M., at the chambers of the said Judge in Hollidaysburg. If, therefore, the said Peter Smith shall appear at the said adjourned hearing, then this obligation to be void, else to be and remain in full force and virtue.

(50.) *Bond by Insolvent Defendant Pending Suit, Act July 12, 1842.*

In the Court of Common Pleas of Blair County.

John Jones	}	No. 460.
<i>vs.</i>		
Peter Smith.		

January Term, 1885.

Know all men by these presents, &c. (as in Common Form).

The condition of this obligation is such, that, whereas, John Jones, the plaintiff above, hath made an application, under Act of Assembly approved July 12, 1842, to the Honorable John Dean, President Judge of said Court, for a warrant of arrest against Peter Smith, the defendant above, setting forth in his said application, or petition and affidavit, that the said Peter Smith is indebted to him in the sum of five hundred dollars, for the recovery of which

he has commenced the above-stated action, and that the said Peter Smith is about to remove his property out of the jurisdiction of the said Court, with intent to defraud his creditors (or as the case may be, setting forth, with precision, one or more grounds for issuing the attachment, as provided by the said Act of Assembly). And, whereas, upon hearing had, the said Judge is satisfied that the allegations in said application, or petition and affidavit, are substantiated; and whereas the above-named Henry Snyder is willing to become security for the said debt or demand, or such an amount as shall be recovered, with interest and cost of suit, and costs of proceedings, of which security the said Judge has approved: If, therefore, the said Peter Smith shall, within sixty days from the date hereof, pay and satisfy such judgment as may be obtained against him, with its interest and costs of suit, and costs of proceedings, and the length of time for stay of execution given by law for debts of like amount shall then have expired; and in case the said length of time for stay of execution shall not have expired at the time of the recovery of such judgment, if he shall pay such judgment and its interest, and costs as aforesaid, at the expiration of said length of time given by law for stay of execution as aforesaid, or within sixty days from the date hereof, then this obligation to be void, else to be and remain in full force and virtue.

(51.) *Bond of Insolvent Defendant not to Remove Property,*  
*Act July 12, 1842.*

In the Court of Common Pleas of Blair County.

John Jones	}	No. 460.
<i>vs.</i>		
Peter Smith.	}	January Term, 1885.

Know all men by these presents, &c. (as in Common Form).

The condition of this obligation is such, that, whereas, John Jones, the above-named plaintiff, hath made an application, under Act of Assembly approved the 12th day of July, 1842, to the Honorable John Dean, President Judge of said Court, for a warrant of arrest against Peter Smith, the above-named defendant, setting forth in his said application, or petition and affidavit, that the said Peter Smith is indebted to him in the sum of five hundred dollars, for the recovery of which he has commenced the above-stated action, and that the said Peter Smith is about to remove his property out of the jurisdiction of the said Court, with intent to

defraud his creditors (or as the case may be, &c.). And, whereas, upon hearing had, the said Judge is satisfied that the allegations in said application, or petition and affidavit, are substantiated; and whereas Henry Snyder, above named, is willing to become security that the said Peter Smith shall and will not remove any property which he now has out of the jurisdiction of said Court, with intent to defraud any of his creditors, and shall and will not assign, sell, convey, or dispose of any of his property with such intent, or with a view of giving a preference to any creditor for any debt antecedent to such assignment, sale, conveyance, or disposition, until the demand of the said John Jones, with its interest and costs of any suit or proceedings had, shall be first fully paid and satisfied, or until thirty days after final judgment shall be rendered in the above-stated case; and, whereas, the said Judge has approved of the said Henry Snyder as security aforesaid: If, therefore, the said Peter Smith shall and will, from time to time and at all times hereafter, fully comply with and observe the conditions aforesaid, then this obligation to be void, else to be and remain in full force and virtue.

(52.) *Bond of Insolvent Defendant given after Expiration of Time for Stay of Execution, that Judgment will be paid in Sixty Days. Act July 12, 1842.*

In the Court of Common Pleas of Blair County.

John Jones	} No. 60. January Term, 1884. January 5, 1884, Judgment on motion of Plaintiff's Attorney for want of an Affidavit of Defence for \$500.
vs.	
Peter Smith.	

Know all men by these presents, &c. (as in Common Form).

The condition of this obligation is such, that, whereas, Peter Smith, the above defendant, having been examined before Honorable John Dean, President Judge of said Court, on the application and complaint of John Jones, the plaintiff above, that the said Peter Smith is indebted to him in the sum of five hundred dollars, in a judgment for that amount to the above No. and Term, upon which the length of time for stay of execution has expired, and that the said Peter Smith is about to remove his property out of the jurisdiction of the said Court, with intent to defraud his creditors (or as the case may be, setting forth, with precision, one

or more grounds for the plaintiff's application, under Act of July 12, 1842), and the said Judge being satisfied that the allegation in plaintiff's complaint is substantiated; and, whereas, the said Judge has approved of the above-named Henry Snyder as security for the payment of the said judgment, with its interest and costs of suit, and proceedings against the said Peter Smith: If, therefore, the said Peter Smith, his heirs, executors, or administrators, shall pay to the said John Jones, his certain attorney, executors, administrators, or assigns, the amount of the above judgment, with its interest and costs of suit, and proceedings against him, within sixty days from the date hereof, then this obligation to be void, else to be and remain in full force and virtue.

(53.) *Bond of Insolvent Defendant given before the Time for Stay of Execution has expired, that the Judgment, &c., shall be paid at the Expiration of Stay. Act July 12, 1842.*

In the Court of Common Pleas of Blair County.

John Jones	}	No. 460.
vs.		January Term, 1885.
Peter Smith.		January 5, 1885, Judgment on motion of Plaintiff's Attorney for want of an Affidavit of Defence for \$500.

Know all men by these presents, &c. (as in Common Form).

The condition of this obligation is such, that, whereas, Peter Smith, the above defendant, having been examined before Honorable John Dean, President Judge of said Court, on the application and complaint of John Jones, the plaintiff above, that the said Peter Smith is indebted to him in the sum of five hundred dollars in a judgment for that amount to the above No. and Term; and that the said Peter Smith is about to remove his property out of the jurisdiction of the said Court, with intent to defraud his creditors (or as the case may be, setting forth, with precision, one or more grounds for the plaintiff's application, under Act of July 12, 1842), and the said Judge being satisfied that the allegation of plaintiff in said complaint is substantiated; and, whereas, the said Judge has approved of the above-named Henry Snyder as security for the payment of the said judgment, with its interest and costs of suit, and proceedings against the said Peter Smith: If, therefore, the said Peter Smith, his heirs, executors, or administrators, shall pay unto the said John Jones, his certain attorney, executors,

administrators, or assigns, the aforesaid judgment, with its interest and costs of suit, and proceedings against him in twelve months from the first Monday of December, A. D. 1884, being the return day to which the above action was brought, then this obligation to be void, else to be and remain in full force and virtue.

(54.) *Bond of Insolvent Defendant to apply for Benefit of Insolvent Laws. Act July 12, 1842.*

In the Court of Common Pleas of Blair County.

John Jones	} No. 460.
<i>vs.</i>	
Peter Smith.	} January Term, 1885.

Know all men by these presents, &c. (as in Common Form).

The condition of this obligation is such, that, whereas, John Jones, the above-named plaintiff, hath made an application, under Act of Assembly approved the 12th day of July, 1842, to the Honorable John Dean, President Judge of said Court, for a warrant of arrest against Peter Smith, the above-named defendant, setting forth in his said application, or petition and affidavit, that the said Peter Smith is indebted to him in the sum of five hundred dollars, for the recovery of which he has commenced the above-stated action, and that the said Peter Smith is about to remove his property out of the jurisdiction of the said Court, with intent to defraud his creditor (or as the case may be). And, whereas, upon hearing had, the said Judge is satisfied that the allegations in said application, or petition and affidavit, are substantiated; and, whereas, the above-named Henry Snyder has, by the said Judge, been approved as surety in this behalf: If, therefore, the said Peter Smith shall and will within thirty days from the date hereof apply by petition to said Court, or to a Judge thereof—if said Court shall not within said thirty days be in session—for the benefit of the Insolvent Law of the Commonwealth, and shall comply with all the requisitions of said law, and shall abide by all orders of the said Court in that behalf, or in default thereof, and if he shall fail in obtaining his discharge as an insolvent debtor, he will, on the day he shall so fail, surrender himself to the jail of said county, then this obligation to be void, else to be and remain in full force and virtue.

(55.) *Bond of Insolvent Debtor to take Benefit of Insolvent Laws.*  
*Act June 16, 1836.*

Know all men by these presents, that we, A. B. and C. D., both of ———, county of ———, and State of Pennsylvania, are held and firmly bound unto E. F. in the sum of five hundred dollars, lawful money, to be paid to the said E. F., his certain attorney, executors, administrators, or assigns, to which payment well and truly to be made, we do bind ourselves, jointly and severally, our and each of our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals and dated the ——— day of ———, A. D. one thousand eight hundred and ———.

The condition of this obligation is such, that, whereas, the said A. B. hath this day been discharged from the custody of the keeper of the jail of ——— County, where he hath been held by virtue of (here give process, &c.), at the suit of E. F., he, the said A. B., first giving bond, with sufficient security, to apply for the benefits of an Act of Assembly approved the 16th day of June, A. D. 1836, entitled "An Act relating to Insolvent Debtors," with its supplements: If, therefore, the said A. B. shall appear at the next Court of Common Pleas of said county, and then and there present his petition for the benefit of the Insolvent Laws of this Commonwealth, and comply with all the requisitions of said law, and abide all the orders of said Court in that behalf; or in default thereof, and if he fail in obtaining his discharge as an insolvent debtor, that he shall surrender himself to the jail of said county, then this obligation to be void, else to be and remain in full force and virtue.

Signed, sealed, and delivered  
 in presence of  
     G. H.,  
     I. J.

A. B., [SEAL.]  
 C. D. [SEAL.]

(56.) *Bond of Trustee of Insolvent Debtor.* *Act June 16, 1836.*

Know all men by these presents, that we, A. B. and C. D., both of ———, county of ———, and State of Pennsylvania, are held and firmly bound unto the Commonwealth of Pennsylvania, in the sum of one thousand dollars, lawful money, to be paid unto the said Commonwealth, her certain attorney or assigns, to which payment well and truly to be made and done, we do bind ourselves, jointly and severally, our and each of our heirs, executors, and adminis-

trators, jointly and severally, firmly by these presents. Sealed with our seals and dated the ——— day of ———, A. D. one thousand eight hundred and ———.

The condition of this obligation is such, that, whereas, the above-bounden A. B. hath been appointed Trustee by the Common Pleas Court of ——— County, of all the estate, real and personal, of E. F., an insolvent debtor: If, therefore, the said A. B. shall well and faithfully execute the said trust in all respects, then this obligation to be void, else to be and remain in full force and virtue.

Signed, sealed, and delivered }  
in presence of }  
K. L., }  
M. N. }

A. B., [SEAL.]

C. D. [SEAL.]

(57.) *Bond or Recognizance for Stay of Execution. Act June 16, 1836; March 20, 1845.*

In the Court of Common Pleas of Blair County.

F. C. Mason } No. 480.  
vs. }  
Samuel Tinkler. } October Term, 1884.

Now, November 4th, 1884, Judgment entered against Defendant for six hundred dollars.

Blair County, ss.

John Jones, of the city of Altoona, county aforesaid, acknowledges himself to be indebted to F. C. Mason, plaintiff above named, in the sum of twelve hundred dollars, lawful money of the United States, to be levied of his goods and chattels, lands and tenements, and to be void upon condition that he, the said John Jones, shall pay the amount of the above judgment, together with interest and costs, in the event that the said Samuel Tinkler shall fail to pay the same at the expiration of twelve months from the first Monday of November, A. D. 1884, being the return day to which the above action was brought.

JOHN JONES.

Taken and acknowledged before me, this 4th day of November, A. D. 1884.

CHAS. GEESEY,

Prothonotary.

Now, November 4th, 1884, on proof of notice to plaintiff's attorney, I approve of the above recognizance for stay of execution.

ROBERT STEWART,

Associate Judge.



(58.) *Bond by Party appealing, &c., from Decree of Court distributing Proceeds of Sheriff's Sale. Act June 16, 1836; June 8, 1881.*

Know all men by these presents, that we, Z. Y. and O. P., both of, &c., are held and firmly bound unto the Commonwealth of Pennsylvania, &c. &c.

The condition of this obligation is such, that, whereas, under and by virtue of a certain writ of *fiery facias* (or as may be), issuing out of the Court of Common Pleas of ——— County aforesaid, to No. —, ——— Term, 18—, in which E. F. is plaintiff, and G. H. is defendant, the sum of one thousand dollars was realized, which by a decree of the said Court in distributing the same was ordered to be paid to R. R.; and, whereas, the above-bound Z. Y. holds himself aggrieved by the decree of the Court so made as aforesaid, and hath sued out a writ of error (or “hath taken an appeal”) to the Supreme Court of Pennsylvania upon the proceedings so had, having first made oath (or affirmation) that his writ was not intended for delay: If, therefore, the said Z. Y. shall prosecute his writ of error (or “appeal”) with effect, and shall pay all costs that have accrued, or shall hereafter accrue, upon the said writ of error (or “appeal”), and of the return to the Court below of the record with the remittitur, then this obligation to be void, else to be and remain in full force and virtue.

(59.) *Bond of Distributee upon Appeal. Act June 16, 1836.*

Know all men by these presents, that we, A. B. and C. D., both of, &c., are held and firmly bound unto the Commonwealth of Pennsylvania, &c. &c.

The condition of this obligation is such, that, whereas, under and by virtue of a certain writ of *fiery facias* (or as may be), issuing out of the Court of Common Pleas of said county, to No. —, ——— Term, 18—, in which E. F. is plaintiff and G. H. is defendant, the sum of one thousand dollars was realized, which, by a decree of the said Court in distributing the same, was ordered to be paid to the said A. B.; and, whereas, I. J., a judgment creditor of the said G. H. (or as may be), being aggrieved by the decree aforesaid, has appealed therefrom to the Supreme Court of Pennsylvania; and, whereas, the said Court of Common Pleas of said county has ordered that the said money be paid to the said A. B. upon his giving sufficient real security conditioned as hereinafter stated. If, therefore, the said A. B., in case the said decree be

removed or altered, shall refund the said sum of one thousand dollars, with interest thereon, or so much thereof as shall be required by the said Court, then this obligation to be void, else to be and remain in full force and virtue.

(60.) *Bond of Committee of Lunatic or Habitual Drunkard.*

*Act June 16, 1836.*

Know all men by these presents, that we, A. B. and C. D., both of, &c. &c., are held and firmly bound unto the Commonwealth of Pennsylvania, &c. &c.

The condition of this obligation is such, that, whereas, the above-bound A. B. hath been appointed committee of the person and estate of E. F., a lunatic (or habitual drunkard), by the Court of Common Pleas of ——— County: If, therefore, the said A. B. shall faithfully perform his trust as committee aforesaid, and shall duly account according to law for all property and funds which have or may come into his hands as committee aforesaid, then this obligation to be void, else to be and remain in full force and virtue.

(61.) *Bond of Committee of Lunatic or Habitual Drunkard on application to Sell or Mortgage Real Estate. Act June 13, 1836.*

Know all men by these presents, that we, A. B. and C. D., of, &c. &c., are held and firmly bound unto the Commonwealth of Pennsylvania, &c. &c.

The condition of this obligation is such, that, whereas, the above-bound A. B., committee of E. F., a lunatic (or habitual drunkard), has been granted an order by the Common Pleas Court of ——— County aforesaid, authorizing the said A. B. to sell (or mortgage, as the case may be) certain real estate of the said E. F., in said order described, for the payment of the debts of the said lunatic (or as the case may be): If, therefore, the said A. B. shall faithfully apply the proceeds of said sale (or mortgage) according to the duties of his trust, then this obligation to be void, else to be and remain in full force and virtue.

NOTE.—If the decree of the Court authorizes the cutting and selling of timber, say after the words "authorizing the said A. B.," *to sell and dispose of certain wood and timber of the said E. F., in said order mentioned, or in his discretion to cut the same, and dispose thereof when cut, and to expend the proceeds in paying the debts of the said lunatic, or as may be.*

(62.) *Bond of Kindred and Friends of a Lunatic Criminal for his Enlargement. Act March 31, 1860.*

Know all men by these presents, that we, A. B. and C. D., both of, &c. &c., are held and firmly bound unto the Commonwealth of Pennsylvania, &c. &c.

The condition of this obligation is such, that, whereas, E. F. was lately tried in the Quarter Sessions Court of ——— County aforesaid, upon the charge of larceny (or as may be), and was acquitted of said charge upon the ground of insanity at the time of the commission of said offence; and, whereas, an order has been made by the said Court for the enlargement of the said E. F., and his delivery to his kindred and friends upon security being entered by them with conditions following: If, therefore, the said E. F. shall, by the above-bounden A. B., or by his said kindred and friends, be restrained by seclusion or otherwise, from the commission of any offence, then this obligation to be void, else to be and remain in full force and virtue.

(63.) *Bond of Trustees in Domestic Attachment. Act June 16, 1836.*

Know all men by these presents, that we, A. B., C. D., E. F., and G. H., all of the county of, &c., are held and firmly bound unto the Commonwealth of Pennsylvania, &c. &c.

The condition of this obligation is such, that, whereas, the above-bounden A. B., C. D., and E. F. have been appointed trustees of the estate of P. Q., defendant in a certain action in domestic attachment, in which M. R. is plaintiff, in the Court of Common Pleas of said county, to No. —, ——— Term, 18—; and, whereas, the said Court has directed that the said trustees give security in the above amount for the due execution of the said trust: If, therefore, the said A. B., C. D., and E. F., trustees as aforesaid, shall duly execute the above-mentioned trust in accordance with law, then this obligation to be void, else to be and remain in full force and virtue.

(64.) *Bond of Plaintiff in Attachment Execution to refund Legacy, &c., Attached. Act April 13, 1843.*

Know all men by these presents, that we, A. B., C. D., and E. F., all of the ——— of ———, county of ———, and State of Pennsylvania, are held and firmly bound unto G. H., executor, &c. (or administrator, &c.), of I. J., late of, &c., deceased, &c. &c.

The condition of this obligation is such, that, whereas, the above-named I. J., deceased, by his last will and testament, gave and bequeathed unto K. L. a certain legacy of two hundred dollars (or, one K. L. has an interest in the estate of the said I. J., deceased, amounting to the sum of two hundred dollars); and, whereas, an attachment execution has issued upon a certain judgment against the said K. L., to No. —, ——— Term, 18—, Common Pleas Court of ——— County, in favor of the above-bound A. B., by virtue of which the said legacy of two hundred dollars aforesaid (or the interest of the said K. L., in the estate aforesaid) has been attached and levied upon and adjudged to be in the hands of G. H., executor (or administrator) aforesaid: If, therefore, after the payment of the legacy (or interest) aforesaid to the said A. B., any debt or demand shall be recovered against the estate of the said I. J., or otherwise be duly made to appear, he, the said A. B., shall refund the rateable part of such debt or demand, and the costs and charges attending the recovery of the same, then this obligation to be void, else to be and remain in full force and virtue.

NOTE.—The above form may also be used in proceedings in Foreign Attachment, Act 27 July, 1842, § 2.

(65.) *Bond of Sequestrator. Act October 13, 1840.*

Know all men by these presents, that we, A. B. and C. D., both of, &c. &c., are held and firmly bound unto the Commonwealth of Pennsylvania, &c. &c.

The condition of this obligation is such, that, whereas, upon the application of E. F., a lien creditor of G. H., a writ to sequester the rents, issues and profits of the life estate of the said G. H. taken in execution under and by virtue of a writ of *feri facias* (or as may be), issuing to No. —, ——— Term, 18—, Common Pleas Court of ——— County, has been awarded by the said Court, and the above-bound A. B. has been appointed sequestrator to carry said writ into effect: If, therefore, the said A. B., sequestrator aforesaid, shall faithfully execute his said trust, then this obligation to be void, else to be and remain in full force and virtue.

(66.) *Bond of Surety on Delivery of Estate. Act March 29, 1832.*

Know all men by these presents, that we, A. B., &c., are held and firmly bound unto the Commonwealth of Pennsylvania, &c. &c.

The condition of this obligation is such, that, whereas, such pro-

ceedings were had in the Orphans' Court of said county of ———, in relation to the estate of R. P., late of ——— Township, said county, deceased, that the said Court directed C. D., administrator, &c. (or executor, &c., or guardian of F. P., minor child of the said R. P.), to pay and deliver to the said A. B. all goods, chattels, effects, and securities whatsoever, for which the said A. B. was accountable as surety in the bond of the said C. D., administrator (or executor or guardian), as aforesaid, upon his, the said A. B., entering into bond to the Commonwealth in the sum of ——— dollars, with conditions hereinafter appearing: If, therefore, the above-bound A. B. shall faithfully preserve and account for the aforesaid goods, chattels, effects, and securities, and deliver and dispose of the same according to the order of the said Court, then this obligation to be void, else to be and remain in full force and virtue.

(67.) *Bond of Legatee for Term of Life. Act May 17, 1871.*

Know all men by these presents, &c., A. B., &c., are held and firmly bound unto C. D., executor, &c. (or administrator with the will annexed, or trustee, &c.), of E. F., late of, &c.

The condition of this obligation is such, that, whereas, the said E. F., by his last will and testament, duly proved and of record in the office of the Register of Wills in said county of ———, in Will Book, &c., did give and bequeath unto the above-bound A. B. one thousand dollars for and during his life (or as the case may be), and further provided for its deposition at the death of the said A. B.; and, whereas, the said A. B. is desirous of having the said legacy paid to him: If, therefore, upon the death of the said A. B. the said legacy of one thousand dollars (or as may be) shall be forthcoming to answer the further directions of the said E. F., deceased, as contained in his said last will and testament, then this obligation to be void, else to be and remain in full force and virtue.

NOTE.—This Bond must be approved by the Orphans' Court.

(68.) *Bond of Trustee for Sale of Real Estate. Act April 18, 1853.*

Know all men by these presents, that we, A. B., &c., are held and firmly bound unto the Commonwealth of Pennsylvania in the sum of ——— dollars, lawful money, to be paid said Commonwealth of Pennsylvania, their certain attorney or assigns, to which payment well and truly to be made, we bind ourselves and each of us,

our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, dated the \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord one thousand eight hundred and \_\_\_\_\_.

Whereas, at an Orphans' Court for the county of Blair, held the \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord one thousand eight hundred and \_\_\_\_\_, the petition of X. X. was presented to said Court, and so proceeded in that on the \_\_\_\_\_ day of \_\_\_\_\_, the said Court ordered and decreed that the premises therein described should be sold, and the same has been sold and is to be conveyed unto Z. Z., in fee simple, clear and discharged of all trust, under the Act of 18th of April, 1853, entitled "An Act relative to the sale and conveyance of real estate," and its supplements, for the price of \_\_\_\_\_ dollars, to be paid into the hands of the said A. B., and to be applied according to the decree of the Court in this matter: Now the condition of the above obligation is such, that if the above-bounden A. B. shall faithfully execute said trust, and truly account for and faithfully apply the said moneys so to be received according to the said trust and the decree of the said Court in the said matter, then the said obligation to be void, or otherwise to be and remain in full force and virtue.

(69.) *Bond of Hawker and Peddler. Act April 2, 1830.*

Know all men by these presents, that we, A. B. and C. D., both of, &c., are held and firmly bound unto the Commonwealth of Pennsylvania, &c. &c.

The condition of this obligation is such, that, whereas, the Court of Quarter Sessions of \_\_\_\_\_ County aforesaid has this day granted the said A. B. a license as hawker and peddler within the said county (or, "throughout the Commonwealth," as may be), upon bond being given conditioned as hereinafter stated: If, therefore, the said A. B. shall be of good behavior during the continuance of said license, then this obligation to be void, else to be and remain in full force and virtue.

(70.) *Bond for Tavern, &c., License.*

Know all men by these presents, that we, John Hague, Samuel Hunt, and Robert West, all of the county of Blair and State of Pennsylvania, are held and firmly bound unto the Commonwealth of Pennsylvania, in the sum of two thousand dollars, lawful money

of the United States, to be paid to the said Commonwealth, or her certain attorney, to which payment well and truly to be made we do bind ourselves, jointly and severally, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Witness our hands and seals, this second day of February, A. D. 1884.

Whereas, the said John Hague has made and filed his petition to the Court of Quarter Sessions of Blair County, praying for a\* license to keep an Inn or Tavern in the borough of Hollidaysburg, in said county of Blair: Now the condition of this obligation is such, that if such license be granted to the said John Hague, by the said Court, and he shall pay all damages which may be recovered in any action which may be instituted against him under the provisions of the Act of Assembly approved the twelfth day of April, one thousand eight hundred and seventy-five, and all costs, fines, and penalties which may be imposed upon him in any indictment for violating such Act of Assembly, or any other law of this Commonwealth relating to selling or furnishing intoxicating drinks, then this obligation to be void, else to be and remain in full force and virtue.

And we do further, by these presents, hereby empower the District Attorney of Blair County, or any Attorney of any Court of Record in the State of Pennsylvania, upon the conviction of the said John Hague for the violation of any of the provisions of the said laws, to appear for us and confess judgment against us in favor of the said Commonwealth, in the above sum, with costs of suit, release of all errors, &c.

Signed, sealed, and delivered }  
 in presence of  
 MATHEW HOLDEN,  
 ISAAC PECK.

JOHN HAGUE, [SEAL]  
 SAMUEL HUNT, [SEAL]  
 ROBERT WEST. [SEAL]

(71.) *Bond to Building Association.*

Know all men by these presents, that I, William Walton, of the city of Altoona, county of Blair, State of Pennsylvania, am held and firmly bound unto The Penn Building and Loan Association in the sum of four thousand dollars (\$4000.00), lawful money of the United States, to be paid to The Penn Building and Loan Associa-

\* For transfer, say "transfer of."

tion aforesaid, its certain attorney, successors, and assigns, to which payment well and truly to be made and done, I do bind myself, my heirs, executors, administrators, and every of them firmly by these presents. And I do hereby empower Mervine & Hammond, or any attorney-at-law, within the State of Pennsylvania, or elsewhere, to appear for me, and after declaration filed, confess judgment against me, and in favor of The Penn Building and Loan Association, as of any term for the above penalty, together with costs of suit, attorney's commission of five per cent. for collection, waiver of inquisition, and condemnation of any property that may be levied upon by virtue of an execution, which execution may issue forthwith on failure to comply with any of the conditions hereof, and hereby waiving the right of exemption from levy and sale of any and all my real and personal property that now is, or may hereafter be exempted from levy and sale, under any Act of Assembly for such purpose, and with a release of all errors, &c. Witness my hand and seal the 27th day of May, in the year of our Lord one thousand eight hundred and eighty-four.

The condition of this obligation is such, that if the above-bounden William Walton, his heirs, executors, or administrators, do well and truly pay, or cause to be paid, unto The Penn Building and Loan Association aforesaid, its certain attorney, successors, or assigns, the sum of two thousand dollars (\$2000.00) with interest thereon, which interest shall be paid on the third Friday of each and every month hereafter, together with the monthly dues on ten shares of the capital stock of the Association aforesaid, now owned by the said William Walton, and such fines, &c., as may be imposed thereon, under the Constitution and By-Laws of the Association aforesaid.

And further, the said William Walton does hereby covenant and agree for himself, his heirs and assigns, to and with the Association aforesaid, and its assigns, that he will well and truly cause to be insured and keep insured during the continuance of this bond at his own expense, for the use of the Association aforesaid, the buildings erected or to be erected on the premises offered as security, against all loss or damage by fire, to the amount of fifteen hundred dollars, in such insurance company as shall be designated or approved by the Association aforesaid, then this obligation to be void, otherwise to be and remain in full force and virtue.

Provided, however, and it is hereby expressly agreed, that if at any time default be made, and six months elapse without paying up all instalments of interest, and monthly dues on said stock, and



finer for non-payment thereof, as aforesaid, or any, or either of them, or failure to keep property insured, then, and in such case, the credit given on said principal shall cease and determine, and the same, with the interest, the monthly dues, and fines for non-payment thereof, shall be taken as due and payable, and may be recovered forthwith without any fraud or further delay, anything hereinbefore contained to the contrary notwithstanding.

Sealed and delivered in presence of PETER PARKE, ROBERT RAND.	}	WILLIAM WALTON. [SEAL.]
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## BUILDING AND LOAN ASSOCIATIONS.

A BUILDING AND LOAN ASSOCIATION is an incorporated society in which the stockholders are composed entirely of one class, its assets or property being represented by stock. The original capital is derived from monthly instalments, or dues paid by the holder thereof on each share of stock held by him, and which is generally one dollar for each share of the ultimate par value of two hundred dollars. The sum obtained from loaning the accumulated monthly instalments of dues and profits to such persons as may be entitled to borrow the same, is the chief source of profit whereby the association is enabled to realize the ultimate value of the shares in a given number of years. The association consists of two classes of members: the non-borrowing class, or those who do not avail themselves of the privilege of borrowing in advance the ultimate value of their shares, but allow their dues to accumulate, paying the same monthly, until such time as from the earnings of the association the par value of their shares is payable in cash; and the borrowing class, who avail themselves from time to time of this privilege, paying a premium for the present use of the anticipated value of their stock and legal interest monthly, in addition to their regular monthly dues, until the ultimate value of the stock is realized, and the loan is paid and cancelled by the value thereof, giving his mortgage or judgment to secure the punctual payment of his dues and interest, and also the principal in case of default, which mortgage or judgment is cancelled and satisfied upon the winding up of the association. The amount thus loaned is awarded to the party bidding the highest premium for the use thereof. The sources of profit, therefore, consist of the premiums deducted from the loans when made, the monthly interest paid, the fines charged upon dues and interest when in arrears, the profits on withdrawals of stock before the ultimate result is reached, and the monthly dues.

These associations, before the passage of the "Corporation Act of 1874," were incorporated and governed by the General Acts of Assembly of March 7, 1853; April 30, 1864; February 18, 1869; and April 26, 1869. They are now, however, incorporated, governed, and controlled under and by virtue of the General Corporation Act, approved April 29, 1874, entitled "An Act to Provide for the Incorporation and Regulation of Certain Corporations," and the supplements thereto, the

principal of which, and the one generally regulating their mode of doing business, is an Act approved April 10, 1879, entitled "An Act relating to Mutual Savings Fund, Building and Loan Associations, regulating the mode of charging premiums, bonus, or interest in advance, of withdrawals, of repayment and collection of loans, also restricting the power to levy excessive fines, and defining the rights and liabilities of married women stockholders, and prescribing the non-application to these associations of the bonus tax and registry laws for corporations." The further Acts of Assembly relative to this subject are the Act of April 17, 1876; June 17, 1878; and May 22, 1883.

(1.) *Form for Certificate of Incorporation.*

To His Excellency, ———, Governor of Pennsylvania.

SIR: In compliance with the requirements of an Act of the General Assembly of the Commonwealth of Pennsylvania, entitled "An Act to provide for the incorporation and regulation of certain corporations," approved the 29th day of April, A. D. 1874, and its several supplements, the undersigned (there must be at least five subscribers, three of whom must be citizens of Pennsylvania), ——— of whom are citizens of Pennsylvania, having associated themselves together for the purpose of forming a building and loan association, and desiring that they may be incorporated, and that letters patent may issue to them and their successors according to law, do hereby certify:—

1. The name of the proposed corporation is ———.

2. Said corporation is formed for the purpose of accumulating a fund by the contributions of the members thereof, and to loan the same to them from time to time, to enable them to purchase real estate, build themselves dwelling-houses, or engage in any legitimate business.

3. The business of said corporation is to be transacted in ———.

4. Said corporation is to exist for the term of ——— years.

5. The names and residences of the subscribers, and the number of shares subscribed by each are as follows:—

Name.	Residence.	No. of Shares.
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6. The number of directors of said corporation is fixed at ———, and the names and residences of the directors who are chosen directors for the first year are as follows:—

Name.	Residence.
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7. The amount of the capital stock of said corporation is \$———, divided into ——— shares of the par value of \$———.

8. That in accordance with the provisions of an Act, entitled "An Act relating to mutual savings fund, building and loan associa-

tions, regulating the mode of charging premiums, bonus, or interest in advance, of withdrawals, of repayment and collection of loans, also restricting the power to levy excessive fines, and defining the rights and liabilities of married women, stockholders, and prescribing the non-application to these associations of the bonus tax and registry laws for corporations," approved April 10, 1879; the premium or bonus bid for the prior right to a loan shall (here set forth whether (1) the premium or bonus bid for the prior right to a loan shall be deducted therefrom in advance, or (2) paid in periodical instalments, or (3) whether interest in advance shall be deducted from the loan in lieu of premium or bonus. See Act of April 10, 1879).

\_\_\_\_\_, [SEAL.]

\_\_\_\_\_, [SEAL.]

\_\_\_\_\_, [SEAL.]

\_\_\_\_\_, [SEAL.]

\_\_\_\_\_, [SEAL.]

(2.) *Acknowledgment.*

State of Pennsylvania, }  
County of \_\_\_\_\_, } ss.

Before me, the Recorder of Deeds in and for the county aforesaid, personally came the above-named (must be acknowledged by at least three of the subscribers), who in due form of law acknowledged the foregoing instrument to be their act and deed for the purpose therein specified.

Witness my hand and seal of office, the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—.

\_\_\_\_\_,  
Recorder.

(3.) *Affidavit of Subscribers.*

State of Pennsylvania, }  
County of \_\_\_\_\_, } ss.

Personally appeared before me, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18— (must be sworn to by at least three of the subscribers), who, being duly sworn according to law, depose and say that the statements contained in the foregoing instrument are true.

\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_.

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—.

\_\_\_\_\_,  
Recorder.

*(4.) Acceptance of Constitution and Act of 1879.*

To His Excellency, &c., Governor of Pennsylvania.

I, ———, President of the ——— Association, incorporated on the ——— day of ———, A. D. 18—, under the provisions of an Act of the General Assembly of the Commonwealth of Pennsylvania, entitled "An Act ———," approved the ——— day of ———, A. D. 18—, and having its location and place of business in ———, and State of Pennsylvania, do hereby certify under the seal of said corporation,

That at a meeting of the stockholders of said association, held pursuant to due and legal notice, at the office of the said association, in ———, on ———, the ——— day of ———, A. D. 18—, at which meeting ——— of the stockholders of said association were present when the following resolutions were adopted:—

Resolved, That this association hereby accepts the provisions of an Act entitled "An Act relating to mutual savings fund, building and loan associations, regulating the mode of charging premiums, bonus, or interest in advance, of withdrawals, of repayment and collection of loans; also restricting the power to levy excessive fines, and defining the rights and liabilities of married women, stockholders, and prescribing the non-application to these associations of the bonus tax and registry laws for corporations," approved April 10, 1879.

Resolved, That this association further certifies, as required by the ninth section of said Act, that their mode or plan of charging premiums, bonus, or advance interest, as set forth in the first section of said Act, is (see clause in parentheses in eighth clause in preceding form).

Resolved, That this association hereby accepts the provisions of the Constitution of this Commonwealth (if the company was incorporated under the Act of 29th April, 1874, omit this resolution and that part of the next resolution referring to acceptance of the Constitution).

Resolved, That the President be and he is hereby instructed to file in the office of the Secretary of the Commonwealth a certificate in writing, under the seal of said corporation, of the acceptance by this association of the aforesaid Act of the General Assembly, praying that the same may be submitted to the Governor for his approval, and for the issuance of letters patent to said association; and also he is instructed to file in said office the acceptance by the

said association of the provisions of the Constitution of this Commonwealth.

In testimony whereof, I have hereunto set my hand, and caused the seal of said association to be affixed, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—.

[SEAL.]

Attest: \_\_\_\_\_, Secretary. \_\_\_\_\_, President.

### CASE STATED.

A "CASE STATED" is an agreement in writing between the parties to a suit that the facts in dispute between them are true as therein stated, and it is left for the Court to decide, under the facts, which of said parties is in law entitled to judgment.

No writ of error lies on a judgment rendered on a case stated; it is, therefore, usual to insert a clause that the case stated shall be considered in the nature of a special verdict; or to agree expressly that either party may sue out a writ of error. 8 S. & R. 529.

#### (1.) *Form of Case Stated.*

In the Court of Common Pleas of Blair County.

John Doe	} No. —.
<i>vs.</i>	
Richard Roe.	January Term, 1885.

And now, February 20, 1885, it is hereby agreed by and between the parties plaintiff and defendant above named (or by and between the attorneys for the parties to the above action respectively), that the following case be stated for the opinion of the Court, in the nature of a special verdict.

That, &c. &c. (stating the facts agreed upon).

If the Court be of the opinion that, &c., then judgment be entered for the plaintiff; but if the Court be not of that opinion, then judgment to be entered for defendant. Costs to follow judgment; either party reserving the right to sue out a writ of error therein.

JOHN DOE,  
RICHARD ROE.

### CERTIORARI.

A CERTIORARI is a writ issued from a superior court, directed to one of inferior jurisdiction, commanding the latter to certify to the former the record in the particular case.

In Pennsylvania it issues from the Court of Common Pleas to a Justice of the Peace, by virtue of the provisions of the Act of 20th March, 1810, and its office is simply to bring up the record for review, and the Common Pleas only examines to see if the Justice acquired jurisdiction, and acted, during the whole proceedings, within the limits of his jurisdiction in the case. It is a writ of error in every respect but form (1 R. 321; 3 P. R. 24; 9 Br. 216), and to entitle the party suing it out to a *supersedeas*, he must give security, which may be taken by the Prothonotary. 2 Phila. 68.

The party aggrieved, his agent or attorney, in order to obtain a writ of Certiorari, must make an affidavit, which may be sworn to before the Prothonotary, that it is not sued out for the purpose of delay, but that in his opinion the cause of action was not cognizable before a justice; or that the proceedings proposed to be removed are, to the best of his knowledge, unjust and illegal, and if not removed will oblige him to pay more money (or to receive less from his opponent) than is justly due, Act 20 March, 1810; which affidavit must substantially follow the words of the Act. 1 Br. 217.

(1.) *Affidavit for Writ of Certiorari.*

In the Court of Common Pleas of Blair County.

John Doe	}	No. —.
<i>vs.</i>		
Richard Roe.	}	January Term, 1885.

Blair County, ss.

John Doe (or Richard Roe), above named, being duly sworn according to law, doth depose and say that he does not apply for the writ of *certiorari* in the above case for the purpose of delay, but because in his opinion the proceedings proposed to be removed are, to the best of his knowledge, unjust and illegal, and if not removed will oblige him to pay more money than is justly due (or "will oblige him to receive less from his opponent than is justly due;" or "but because in his opinion the cause of action was not cognizable before the said ———"), and further says not.

JOHN DOE.

Sworn and subscribed to before me, this 2d day of February, 1885

CHARLES GEESEY,

Prothonotary.

(2.) *Recognizance for Writ of Certiorari.*

In the Court of Common Pleas of Blair County.

John Doe	}	No. —.
<i>vs.</i>		
Richard Roe.	}	January Term, 1885.

Blair County, ss.

I, Richard Roe, defendant above named, and John Thompson, both of the said county of Blair, acknowledge ourselves to owe and

be indebted to John Doe, the plaintiff above named, in the sum of one hundred dollars, to be levied of our several goods and chattels, lands and tenements, upon condition that if the above-named Richard Roe shall prosecute his writ of *certiorari* in the above case with effect, or if cast therein, that he will pay the debt and costs which may be adjudged or found against him without delay, then this recognizance to be void, otherwise to be and remain in full force and virtue.

RICHARD ROE,  
JOHN THOMPSON.

Taken, acknowledged, and subscribed to before me, this 2d day of February, A. D. 1885.

CHARLES GEESEY,  
Prothonotary.

### COGNOVIT ACTIONEM.

A **COGNOVIT** is a written confession of an action by a defendant (or his attorney) subscribed, but not sealed, and authorizing the entry of judgment, usually for a sum named, and the issue of an execution thereon. It is given after the action is brought to save expense, and differs from a warrant of attorney, which is given before the commencement of an action and is under seal. Bouv. Law Dic. See T. & H. § 425.

#### (1.) *Cognovit in Assumpsit.*

In the Court of Common Pleas of Blair County.

William Thompson	} No. 600.
<i>vs.</i>	
Henry Sawyer.	} January Term, 1885.

Now, February 20, 1885, judgment is hereby confessed in the above action in favor of the plaintiff and against the defendant for the sum of five hundred dollars and costs of suit, with release of errors and with stay of execution according to law.

H. H. SNYDER,  
Attorney for Defnt.

#### (2.) *Another Form in Assumpsit.*

In the Court of Common Pleas of Blair County.

William Thompson	} No. 600.
<i>vs.</i>	
Henry Sawyer.	} January Term, 1885.

Now, February 20, 1885, I appear for the defendant above, and confess judgment in favor of the plaintiff for the sum of five

hundred dollars and costs of suit, to take effect as if given on an award of arbitrators for the same sum filed this day.

A. V. DIVELEY,  
Atty. for Defnt.

(3.) *Another Form in Assumpsit.*

In the Court of Common Pleas of Blair County.

William Thompson	} No. 600.
<i>vs.</i>	
Henry Sawyer.	} January Term, 1885.

Now, February 20, 1885, I appear for the defendant above and withdrawing plea agree that judgment be entered in the above action in favor of the plaintiff and against the defendant for an amount to be liquidated by the Prothonotary, with costs of suit and release of errors, and with stay of execution according to law.

A. A. STEVENS,  
Atty. for Defnt.

(4.) *Another Form.*

In the Court of, &c. &c.

Now, February 20, 1885, I appear for the defendant above, and confess the debt in this cause, and that the plaintiff hath sustained damages to the amount of five hundred dollars, besides his costs and charges in this behalf expended (or amount to be liquidated by the Prothonotary, with costs of suit). And in case of default of payment of said amount, with the costs aforesaid, on or before the first day of December next, judgment for the said amount and costs may at once be entered, and execution may issue forthwith for the collection thereof, hereby waiving any further stay of execution, and releasing all errors.

S. M. WOODCOCK,  
Atty. for Defnt.

# COMMISSION.

A COMMISSION is an instrument or authority issued by a Court of competent jurisdiction and directed to and authorizing any competent person to take the testimony of witnesses or to do some other act by virtue of the authority delegated.

For a full exposition of the subject, see T. & H. Pr.



(1.) *Rule and Interrogatories.*

In the Court of Common Pleas of Blair County.

William Hunter	} No. 400.
<i>vs.</i>	
Samuel Fisher.	} January Term, 1885.

And now, March 2, 1885, the plaintiff, by A. J. Riley, his attorney, enters a Rule for a Commission to be issued to P. H. Prince, Esq., at Conway, in the county of Faulkner, in the State of Arkansas, to take the testimony of witnesses to be read upon the trial of the above entitled cause.

A. J. RILEY,  
Attorney for Plff.

To Charles Geesey, Esq., }  
Prothonotary. }

Interrogatories to be propounded to George B. Johnson (or George B. Johnson and others), witnesses to be produced, and sworn or affirmed, and examined in the above entitled cause on behalf of the plaintiff above named.

Interrogatory 1st.—What is your name, age, occupation, and place of residence?

Interrogatory 2d.—Do you know the parties to this cause, or either, and which of them; and how long have you been acquainted with them, or either of them?

Interrogatory 3d, &c.—(According to what is expected to be proved.)

Lastly.—Do you know any other matter or thing touching the matters for which this action is brought that may tend to the benefit or advantage of the said plaintiff? If yea, declare the same fully and at large, as if you had been particularly interrogated thereto.

A. J. RILEY,  
Attorney for Plff.

*Cross-Interrogatories.*

Interrogatories to be exhibited by way of cross-examination to and answered by George Johnson (or George Johnson and others), witnesses to be produced, sworn, and examined on the part of the defendant in this action by the above-named Commissioner.

First cross-interrogatory.—Do you, &c. Proceed with each cross-interrogatory as in the interrogatories direct.

Lastly.—Do you know of any other matter or thing touching

the matters for which this action is defended that may tend to the benefit or advantage of the said defendant? If yea, declare the same fully and at large, as if you had been particularly interrogated thereto.

JOHN M. KYLE,

Attorney for Defnt.

(2.) *Commission.*

Blair County, ss.

The Commonwealth of Pennsylvania to P. H. Prince, [SEAL.] Esquire, greeting: Know ye, that in confidence of your prudence and fidelity, we have appointed you, and by these presents do give unto you full power and authority, in pursuance of an order made in our county Court of Common Pleas in and for the county of Blair, in a certain cause there depending, where William Hunter is plaintiff and Samuel Fisher is defendant, to call before you, at a certain day and place by you for that purpose to be appointed, all and every person and persons who may be named to you (if mutual, say "as well on the part of the plaintiff as on the part of the defendant, or either of them") (if *ex parte*, say "on the part of the said ——— against the said ———") as witnesses in the said cause.

And there and then to examine each of the said witnesses, on their oaths or affirmations, touching the premises, and to reduce their testimony to writing. And when you shall have so done, you are to send the same before us in our county Court of Common Pleas aforesaid, together with the interrogations and the answers thereunto, under your hand and seal.

In testimony whereof, we have caused the seal of our Court to be hereunto affixed.

Witness the Honorable John Dean, President Judge of the said Court, the twenty-second day of March, A. D. 1885.

CHAS. GEESEY,

Prothonotary.

(3.) *Commission to more than one Commissioner.*

Blair County, ss.

The Commonwealth of Pennsylvania to A. B., C. D., [SEAL.] E. F., Esquires, greeting: Know ye, that in confidence of your prudence and fidelity, we have appointed you, and by these presents do give unto you full power and authority, in

pursuance of an order made in our county Court of Common Pleas in and for the county of Blair, in a certain cause there depending, wherein O. R. is plaintiff and Q. Z. is defendant, to call before you (or any two of you, so that there be one on the part of both plaintiff and defendant), at a certain day and place by you for that purpose to be appointed, all and every person and persons who may be named to you (if mutual, say "as well on the part of the plaintiff as on the part of the defendant, or either of them") (if *ex parte*, say "on the part of the said ——— against the said ———") as witnesses in the said cause.

And there and then to examine each of the said witnesses, on their oaths or affirmations, touching the premises, and to reduce their testimony to writing. And when you shall have so done, you are to send the same before us in our county Court of Common Pleas aforesaid, together with the interrogations and answers thereto, under the hands and seals of two or three of you as the case may be.

In testimony we have caused the seal of our Court to be hereunto affixed.

Witness the Honorable John Dean, President Judge of said Court, the twenty-second day of March, A. D. 1885.

CHARLES GEESEY,  
Prothonotary.

(4.) *General Letter of Instruction to Commissioner.*

SIR: Herewith you will receive a Commission, issued by the Court of Common Pleas of ——— County, Pennsylvania, authorizing you to examine witnesses in a certain action now pending in the said Court, wherein A. B. is plaintiff and C. D. is defendant, upon the interrogatories annexed to the Commission; and for your guidance I add the following instructions, which you will carefully and fully follow:—

After fixing upon the time and place of meeting—due notice of which you should give to the agent or attorney of both the said parties in interest as well as to the witnesses to be examined—you will proceed at the proper time and place to execute the said Commission in manner following:

You will, as preliminary to the examination of witnesses, prepare the following heading, style, or title of the depositions:

"Depositions of witnesses produced, sworn (or affirmed), and examined, on the ——— day of ———, A. D. 18—, at the office

of ———, in the ——— of ———, county of ———, and State of ———, by virtue of a Commission issuing from the Court of Common Pleas of ——— County, in the State of Pennsylvania, to the said ——— directed, as Commissioner, for the examination of witnesses in a certain action pending in said Court, wherein A. B. is plaintiff and C. D. is defendant;” after which you will proceed with the examination of witnesses.

To each witness whom you examine you will administer an oath or affirmation, in form as established by the laws of your State (or place), or such other oath or affirmation as may be binding upon the conscience of the witness, that the answers which shall be given to the interrogatories (and cross-interrogatories) proposed “shall be the truth, the whole truth, and nothing but the truth.”

After the oath or affirmation has been administered to the witness you will proceed to say:

“———, of ———, a witness on behalf of the plaintiff (or defendant), being produced, sworn (or affirmed), and examined, deposeth and says:”

1. “To the first interrogatory on the part of the said plaintiff, he answers as follows:” (here insert answer of witness).

2. “To the second interrogatory on the part of the said plaintiff, he answers as follows:” and so continue through all the interrogatories.

If there be cross-interrogatories, proceed:

1. “To the first cross-interrogatory on the part of the defendant, he answers as follows:” (here insert answer), and thus proceed through all the cross-interrogatories, remembering to have *every* interrogatory and cross-interrogatory answered in some manner, as an omission to answer any one of them will be fatal to the whole.

As each witness finishes his depositions he will subscribe his name at the close thereof, and at the bottom of every page of testimony; and the Commissioner will, to the left of the closing signature of the witness, certify as follows:

Examination taken, reduced to  
writing, and by the witness  
subscribed and sworn to,  
this ——— day of ———,  
A. D. 18—. }  
A. B., }  
Commissioner. }

JOHN JONES.

Any paper, document, or exhibit, produced or referred to in the testimony, and made part thereof, for identification must be marked by some letter (as "Exhibit A"), and must be further endorsed in the following manner:

"This is the paper (or as may be) referred to by ——— in his examination as the paper marked 'Exhibit A,' " &c., which will be signed by the Commissioner and witness.

Having in this manner examined all the witnesses produced, upon all the interrogatories, you must bind up the depositions and exhibits, together with the Commission, passing tape through and connecting the whole; and you will then make the following indorsement upon the Commission: "The execution of this Commission appears in a certain schedule hereto annexed;" to which you will also subscribe your name, and upon the outside thereof note the amount of your fees and by whom paid.

You will enclose the same in an envelope, sealed with your seal, your name written across or by the side of the seal, and the whole addressed to the Prothonotary of the county of ———, and State of Pennsylvania, and be forwarded by the most expeditious and safe conveyance.

I am, very respectfully yours,

—————,  
Prothonotary.

(5.) *Commission from a Register of Wills to a Commissioner in a Foreign Country.*

United States of America,  
Commonwealth of Pennsylvania,  
County of ———, ss.

The Commonwealth of Pennsylvania to ———, greeting:

Whereas, on the ——— day of ———, A. D. ———, in the matter of the estate of O. O., deceased, before the Register for the probate of wills, and granting letters of administration in and for the county of ———, in the Commonwealth of Pennsylvania, it was ordered by the said Register, under and by virtue of the authority of the Act of Assembly of said Commonwealth in that case made and provided, that a Commission issue to Belfast, Ireland, to take depositions of witnesses as to the nature, character, and value of the estate of the said O. O., deceased, in the said city of Belfast. Now know ye, that in confidence of your prudence and

fideliſy, we have appointed you, and by theſe preſents do give to you full power and authority in purſuance of ſaid order, to call before you at a certain day and place by you for that purpoſe to be appointed, all and every perſon and perſons who may be named to you on the part of the ſaid Commonwealth as witneſſes in the ſaid caſe, &c., and then and there to examine each of the ſaid witneſſes on his or her oath or affirmation, touching the premiſes, and to reduce their teſtimony to writing, and when you ſhall have ſo done, you are to ſend the ſame before our Register, at ——— aforeſaid, together with the interrogatories and answer thereunto, under your hand and ſeal.

In teſtimony whereof, we have cauſed the ſeal of the ſaid Register to be hereunto affixed, this ——— day of ———, A. D. ———.

A. B., [SEAL.]  
Register.

### COMPLAINT.

A COMPLAINT, in criminal law, is the allegation made to a proper officer, that ſome perſon, whether known or unknown, has been guilty of a designated offence, with an offer to prove the fact, and a request that the offender may be puniſhed.

#### (1.) *General Form.*

Blair County, ss.

Before me perſonally came John Jones, of the city of Altoona, who, being by me duly ſworn (or affirmed), deposes and ſays that on the ——— day of ———, A. D. 18—, at ———, in ſaid county, one Job Trotter, a perſon then and there being, did (here ſtate the offence), againſt the peace and dignity of the Commonwealth of Pennsylvania. (Or, “and further ſaith not.”)

Sworn (or affirmed) and ſubſcribed to before me, this ——— day of ———, A. D. 18—.

B. F. ROSE,  
Alderman.

#### (2.) *Abduction, Act 31 March, 1860, and 25 February, 1875.*

(Commence as in General Form.)

———, one H. H., a perſon then and there being, did, unlawfully and maliciously by force and fraud (or by either), lead, take, and carry away (or did decoy and entice away) one A. B., a child under the age of ten years, with intent to deprive the parents (or with

intent to deprive one S. S., having the lawful charge or care of the said A. B.) of the possession of the said child by concealing and detaining the same from its parents (or from the said S. S.).

Or, with intent to steal a certain article of apparel (or a certain ornament, or as may be), then being upon (or about) the person of the said A. B., to wit (here name the article or ornament):

Or, with intent to extort money, or other valuable thing from the parent of the said child (or from—naming some other person).

(3.) *Receiving and Harboring an Abducted Child.* Act 31 March, 1860.

(Commence as in General Form.)

——, one H. H., a person then and there being, did, unlawfully and maliciously, receive and harbor one A. B., a child under the age of ten years, knowing the same to have been unlawfully and maliciously, by force and fraud (or by either), led, taken, and carried away (or decoyed and enticed away), and did so receive and harbor the said child with intent to deprive the parents (or with intent to deprive one S. S., having the lawful charge or care of the said A. B.) of the possession of the said child by concealing and detaining the same from its parents (or from the said S. S.).

Or, with intent to steal, &c. &c. (as in the form next above).

Or, with intent to extort money, or other valuable thing from the parent of said child (or from—naming some other person).

(4.) *Abortion—Procuring or attempting to procure.* Act 31 March, 1860.

(Commence as in General Form.)

——, one H. H., a person then and there being, did unlawfully administer a certain poison, drug, or substance (or either, as may be), known as (here name the same, if known), to a certain woman A. B., then and there being, with intent to procure the miscarriage of the said A. B.

Or, did unlawfully use a certain instrument, known as (naming it), upon the person of a certain woman A. B., then and there being, with intent, &c. (as in above form).

Or (set out other means used, under the Act).

(5.) *Abortion—Death following attempt to procure.*  
Act 31 March, 1860.

(Commence as in General Form.)

——, one H. H., a person then and there being, did unlawfully administer a certain drug, poison, or substance (or either, as

may be), known as (naming the same, if known), to a certain woman, A. B., then and there being, the said A. B. being then pregnant or quick with child (or supposed and believed to be pregnant and quick with child), with the intent to procure the miscarriage of the said A. B., and in consequence of which unlawful act, as aforesaid, the said A. B. did die (or, in consequence, &c., the child with which the said A. B. was pregnant and quick did die).

Or, did unlawfully use a certain instrument, &c. (as in the form above), with the intent, &c. (as in the form above), and in consequence of which unlawful act, as aforesaid, the said A. B. did die (or in consequence, &c., the child with which the said A. B. was pregnant and quick, did die).

(6.) *Accessory before the Fact, Common Law.*

(Commence as in General Form.)

———, one H. H., a person then and there being, did procure, counsel, command, and abet a certain P. P., of ———, to commit (here insert the offence), and which said ——— (offence), he, the said P. P., did then and there accordingly commit.

(7.) *Accessory after the Fact, Common Law.*

(Commence as in General Form.)

———, one H. H., a person then and there being, did receive, relieve, comfort, and assist a certain P. P., knowing that the said P. P. did unlawfully and feloniously (state the offence committed by the principal, and when and where).

Or, ———, one H. H., a person then and there being, knowing that one P. P. did unlawfully and feloniously ——— (stating offence committed by the principal, and when and where); yet he, the said H. H., did hinder the said P. P. from being apprehended by (stating how).

Or, did hinder the said P. P. from being tried for the unlawful and felonious act aforesaid, by (stating how).

Or, did hinder the said P. P. from suffering the punishment inflicted after a conviction before a proper tribunal, for the unlawful and felonious act aforesaid (by stating how).

(8.) *Adultery. Act 31 March, 1860.*

(Commence as in General Form.)

———, one V. N., a person then and there being, and being a married man (or woman), and the lawful husband (or wife) of Q. R., did have carnal connection with one J. J.



(9.) *Affray, Common Law.*

(Commence as in General Form.)

——, S. R., T. H., and Y. Z., persons then and there being, did make an affray by unlawfully and tumultuously fighting one with another upon the public streets of the borough of —— (or as may be), in said county, to the terror of the people of the Commonwealth.

(10.) *Arson. Act 31 March, 1860.*

(Commence as in General Form.)

——, one L. L., a person then and there being, did maliciously and voluntarily burn, or cause to be burned, a certain dwelling-house (or as may be, under the Act), being the property of F. M.

Or, set fire to, or cause, or attempt to set fire to with intent to burn, a certain, &c. (as above).

Or, did maliciously and voluntarily burn, or cause to be burned, (or set fire to, or did cause, or attempt to set fire to with intent to burn) a certain —— (describing the building), by means whereof a certain dwelling-house, being the property of F. M., was burnt.

(11.) *Burning Out-Houses, &c. Act 31 March, 1860.*

(Commence as in General Form.)

——, one L. L., a person then and there being, did wilfully and maliciously burn, or cause to be burned,

Or, set fire to with intent to burn,

Or, attempt to set fire to with intent to burn,

Or, aid, counsel, procure, or consent to the burning or setting fire to,

A certain barn (or stable, or as may be), being the property of F. M., and not parcel of the dwelling-house of the said F. M.

Or, did wilfully and maliciously, &c. &c. (as above),

A certain shop (or as may be, under § 138 of said Act), belonging to and being the property of (stating whom).

(12.) *Setting Fire with Intent to Defraud Insurers.  
Act 31 March, 1860.*

(Commence as in General Form.)

——, one C. H., a person then and there being, and being the owner of a certain ship (or boat, or ——, describing vessel), known as and named the "Gull,"

Or, being the owner (or tenant, or occupant) of a certain mill (or as may be, under § 139 of said Act),

Did wilfully burn (or did wilfully set fire thereto with intention to burn) the same, and with intention thereby to defraud or prejudice the *Ætna Insurance Company*, a corporation that had underwritten thereon (or on the goods, wares, and merchandise—or as may be—therein contained) a certain policy of insurance.

(13.) *Firing Woods. Act 31 March, 1860.*

(Commence as in General Form.)

——, one L. M., a person then and there being, did wilfully set on fire (or did wilfully cause to be set on fire) certain woods (or certain lands, or certain marshes), the same being the property of F. F., and thereby occasioned great loss, injury, and damage to the said F. F. (or some other person), in that the timber (or the fences, or as may be) of the said F. F. (or some other person) were burnt and destroyed.

(14.) *Assault and Battery, Common Law.*

(Commence as in General Form.)

——, one M. M., a person then and there being, did make an assault upon the affirmant, and did then and there beat and otherwise abuse him (as may be).

(15.) *Aggravated Assault. Act 31 March, 1860.*

(Commence as in General Form.)

——, one A. B., a person then and there being, did make an assault upon, and did unlawfully and maliciously inflict upon the person of one S. P. (if with a weapon or instrument, add, with a certain ——, naming the same) grievous bodily harm.

Or, did with a certain —— (naming the weapon) make an assault upon and unlawfully cut (or stab, or wound) one S. P.

(16.) *Wantonly Pointing or Discharging Firearms at Another.*  
*Act 8 May, 1876.*

(Commence as in General Form.)

——, one H. H., a person then and there being, did playfully (or did wantonly) point a gun (or pistol, or ——, naming some other firearm) at the affirmant (or as may be).

Or, did playfully (or wantonly) discharge a gun, &c. (as above).

(17.) *Attempt to Murder by Administering Poison, &c.*  
*Act 1 May, 1876.*

(Commence as in General Form.)

——, one H. H., a person then and there being, did attempt to administer to one P. P. (or to the affirmant) a certain poison, known as —— (naming it),

Or, did attempt to cut (or stab, or wound), one P. P., with a certain knife (or as may be),

Or, did, with a gun (or as may be), then and there had, shoot at one P. P.,

Or, did, by drawing the trigger of a loaded pistol (or as may be), attempt to discharge the same at one P. P.,

Or, did attempt to drown (or suffocate, or strangle) the said P. P.,  
 With intent to murder him, the said P. P.

(18.) *Bigamy. Act 31 March, 1860.*

(Commence as in General Form.)

——, one V. V., a person then and there being, did marry a certain R. R., spinster (or as may be), he, the said V. V., being at the same time a married man, and having another wife in full life.

(19.) *Bawdy-House. Act 31 March, 1860.*

(Commence as in General Form.)

——, one F. F., a person then and there being, on the day aforesaid, and at divers other times, as well before as after, did keep and maintain a common bawdy-house, or place for the practice of fornication.

Or, did knowingly let and demise a certain house (or a part of a certain house), situate (state where), to one H. H., to be kept and maintained as a common bawdy-house or place for the practice of fornication.

(20.) *Bribery—an Elector receiving a Bribe. Act 31 March, 1860.*

(Commence as in General Form.)

——, one S. S., at a certain election, held at ——, he, the said S. S., being a qualified elector at said election, did receive and take of and from a certain Q. A., of ——, a certain gift or reward for his vote at the said election, in money (or as may be).

(21.) *Burglary. Act 31 March, 1860.*

(Commence as in General Form.)

———, that in the night of the —— day of ——, A. D. 18—, at ——, in the county aforesaid, one H. H., a person then and there being, did wilfully and maliciously break and enter into the dwelling-house (or as may be) of the affirmant (or as may be), with intent to steal from thence (or as may be).

## (22.) (Section 136.)

Or, that on the —— day of ——, A. D. 18—, at ——, in said county, one H. H., a person then and there being, did break and enter into the dwelling-house (or as may be) of the affirmant (or as may be), with intent to rob (or steal, or as may be).

Or, that on the —— day of (or on the night of the day of) ——, A. D. 18—, at —— in said county, one H. H., a person then and there being, did wilfully and maliciously enter into the dwelling-house, &c. (as above).

(23.) *Carrying Concealed Weapons. Act March 18, 1875.*

(Commence as in General Form.)

———, that one S. N., a person then and there being, did carry, concealed upon his person, a certain (naming the weapon under the Act), with intent therewith unlawfully and maliciously to do injury to the deponent (or as may be).

(24.) *Keeping a Disorderly House. Act 31 March, 1860.*

(Commence as in General Form.)

———, J. K., a person then and there being, on the day aforesaid, and on divers other days, both before and since, did keep and maintain a common, ill-governed, and disorderly house or place, to the encouragement of idleness, gaming, drinking, and other misbehavior, to the common nuisance and disturbance of the neighborhood and orderly citizens.

(25.) *Forgery. Act 31 March, 1860, and Common Law.*

(Commence as in General Form.)

———, one M. M., a person then and there being, did fraudulently make (or sign, or alter, or utter or publish),

Or, was concerned in the fraudulently making of (or as may be),

Or, fraudulently caused or procured the making of (or as may be) ———, a certain (here state what), to the prejudice of the rights of (state whom), and with intent to defraud (state whom).

(26.) *Fornication and Bastardy, Common Law.*

(Commence as in General Form.)

———, one P. P., a person then and there being, did beget her with a male bastard child, and that he, the said P. P., is the father thereof. (Or, that she is now pregnant with child, and that he, the said P. P., is the father thereof.)

(27.) *Cruel Treatment, Abuse, or Punishment of a Child.*

*Act 11 June, 1879.*

(Commence as in General Form.)

———, did then and there unlawfully and cruelly ill-treat (or abuse, or inflict unnecessary and cruel punishment upon) one A. B., an infant (or minor child), under the age of ——— years, by (set out the act fully):

(28.) *Disposing of a Child for Rope or Wire-Walking, &c.*

*Act 11 June, 1879.*

(Commence as in General Form.)

———, that one C. D., a person then and there being, and having the care, custody, or control (or either, as may be) of A. B., a minor child under the age of fifteen years, did unlawfully sell (or apprentice, or give away, or dispose of) the said A. B. unto one E. F. for the vocation, or occupation of rope-walking (or wire-walking, or as an acrobat, or gymnast, or contortionist, or rider, as may be).

(29.) *Abandonment and Neglect of a Child.* *Act 11 June, 1879.*

(Commence as in General Form.)

———, that one C. D., a person then and there having the care, custody, and control (or either, as may be) of one A. B., a minor child, under the age of ——— years, did then and there unlawfully and wilfully abandon (or neglect) the said A. B. by (set out the act fully).

(30.) *Disposing of a Child for Obscene, Indecent, &c., Vocation, &c.*  
*Act 11 June, 1879.*

(Commence as in General Form.)

——, that one C. D., a person then and there being, and having the care, custody, and control (or either, as may be) of A. B., a minor child under the age of —— years, did unlawfully sell (or apprentice, or give away, or dispose of) the said A. B. unto one E. F., to be employed by the said E. F. in the obscene, indecent, and illegal (or either one, as may be) exhibition (or exhibition and vocation) of (stating at what the child is to be employed).

Or, to be employed by the said E. F. in the vocation of (stating what), which vocation is injurious to the health (or dangerous to the life and limb) of the said A. B. (or is injurious to the health and dangerous to the life and limb of the said A. B.).

Or, to be employed by the said E. F. for the purpose of prostitution.

(31.) *Disposing of a Child for Mendicant Business, &c.*  
*Act 11 June, 1879.*

(Commence as in General Form.)

——, that one C. D., a person then and there being, and having the lawful (or unlawful) care, custody, and control (or either, as may be) of A. B., a minor child under the age of eighteen years, as parent (or master, or as may be) of the said minor child, did unlawfully use (or did unlawfully give away, or let out, or hire, or dispose of said minor child, stating how) for the purpose of singing (or playing on musical instruments, or begging, or for the mendicant business of ——) in the streets, roads, and highways of this Commonwealth.

(32.) *Disposing of a Child for Employment in Dance-Houses, &c.*  
*Act 11 June, 1879.*

(Commence as in General Form.)

——, that one C. D., a person then and there being, and having the care, custody, and control (or either, as may be) of A. B., a minor child under the age of fifteen years, as parent (or master, or as may be) of the said minor child, did unlawfully sell (or apprentice, or give away, or permit) such child to sing, dance, act, and exhibit (or either or several, as may be) in a certain dance-house

(or concert saloon, or theatre, or place of entertainment) commonly known as ———, and situate, &c., in said county, where wines and spirituous and malt liquors are sold (or sold and given away, or either).

Or, say, and with which dance-house (or as may be) there is directly (or indirectly) connected, by a passageway or entrance, a place for the sale of wines and spirituous and malt liquors (or either of them).

(33.) *Receiving a Child for Rope or Wire-Walking, &c.*  
Act 11 June, 1879.

(Commence as in General Form.)

———, that one E. F., a person then and there being, did, unlawfully and for a valuable consideration by him paid to one C. D., take (or receive, or employ) one A. B., a minor child under the age of fifteen years, for the vocation or occupation of rope-walking (or wire-walking, or as an acrobat, or as a gymnast, or as a contortionist, or as a rider).

(34.) *Receiving a Child for an Obscene Vocation, &c.*  
Act 11 June, 1879.

(Commence as in General Form.)

———, that one E. F., a person then and there being, did, unlawfully and for a valuable consideration by him paid to one C. D., take (or receive, or employ) one A. B., a minor child under the age of ——— years, to be employed by him, the said E. F., in the obscene, indecent, and illegal (or either one, as may be) exhibition (or vocation, or exhibition and vocation) of (stating at what the child is to be employed).

Or, to be employed by the said E. F. in the vocation of (stating what), which vocation is injurious to the health (or is dangerous to the life and limb) of the said A. B. (or is injurious to the health and dangerous to the life and limb of the said A. B.).

Or, to be employed by the said E. F. for the purpose of prostitution.

(35.) *Retaining, &c., a Child in and about an Assignment House, &c.*  
Act 11 June, 1879.

(Commence as in General Form.)

———, that one E. F., a person then and there being, did unlawfully retain (or harbor, or employ for a valuable consideration) one

A. B., a minor child under the age of —— years, in and about a certain building situate, &c. (state where), in said county, the same being an assignation house or brothel (or the same being a place where obscene, indecent, and illegal (or either of the same) exhibitions are given or take place).

(36.) *Receiving, Employing, &c., a Child for Mendicant Business, &c.*  
Act 11 June, 1879.

(Commence as in General Form).

———, that one E. F., a person then and there being, did, unlawfully and for a valuable consideration by him paid to one C. D., take (or receive, or hire, or employ, or have in custody) one A. B., a minor child under the age of eighteen years, for the vocation, occupation, calling, service, or purpose of singing upon the streets, roads, or other highways of this Commonwealth.

Or, for the vocation, &c., of playing upon musical instruments, &c.

Or, for the vocation, &c., of singing and playing upon musical instruments, &c.

Or, for the vocation of begging upon the streets, &c.

Or, for the vocation, &c., of (here set forth any other mendicant business).

(37.) *Employing a Child in and about Dance-Houses, &c.*  
Act 11 June, 1879.

(Commence as in General Form).

———, that one E. F., a person then and there being, and conducting (or being the lessee or proprietor of) a certain dance-house (or concert saloon, or theatre, or place of entertainment) commonly known as ——, and situate, &c., in said county, where wines and spirituous and malt liquors are sold (or sold and given away, or either).

Or, say, and with which dance-house (or as may be) there is directly (or indirectly) connected, by a passage-way or entrance, a place for the sale of wines and spirituous and malt liquors (or either of them). And so conducting (or being the lessee or proprietor of) the place aforesaid, as aforesaid, has in his employ one A. B., a minor child under the age of fifteen years, which said minor child be, the said E. F., so employs to sing, dance, act, and exhibit (or either, or several, as may be) in the place aforesaid.



(38.) *Employing a Child to Work under Ground. Act 11 June, 1879.*

(Commence as in General Form.)

——, that one E. F., a person then and there being, unlawfully did take (or receive, or hire, or employ, or did take, receive, hire, and employ, as may be) one A. B., a minor child under the age of twelve years, in certain underground works, to wit (describing same).

(39.) *Abandoning Infants. Act 31 March, 1860.*

(Commence as in General Form.)

——, that one H. H., a person then and there being, and being the father (or mother) of a certain child under the age of seven years, did wilfully and unlawfully expose the said child in a certain highway leading, &c. (describing same, or in a certain street, known as —— Street, in the town of ——, in said county, or in a certain field situate in, &c., in said county, or in a certain house belonging to ——, and situate in ——, in said county, or in a certain out-house belonging to and situate in ——, in said county, or describing the place), with intent to wholly abandon it.

Or, that H. H., a person, &c., to whom was confided a certain child, under the age, &c., did, &c.

(40.) *Maltreatment of Infants and Apprentices. Act 31 March, 1860.*

(Commence as in General Form.)

——, that one H. H., a person then and there being, and being the master (or mistress) of one A. B., an apprentice of the said H. H., and being legally liable to provide for such apprentice necessary food, clothing, and lodging (or either one), wilfully and without lawful excuse refuses and neglects (or refuses, or neglects) to provide the same.

Or, that one H. H., a person, &c., and having the legal care and control of A. B., an infant, and being legally liable to provide for such infant necessary food, &c., wilfully, &c. (as above).

(41.) *Malicious Assaults. Act 31 March, 1860.*

(Commence as in General Form.)

——, that one H. H., a person then and there being, and being the master (or mistress) of one A. B., an apprentice of the said H. H., did unlawfully and maliciously assault such apprentice by,

&c. (state manner and character of assault), whereby the life of the said A. B. is endangered (or his health has been, or is likely to be permanently injured).

Or, that one H. H., a person, &c., and having the legal care and control of A. B., an infant, did unlawfully and maliciously assault, &c. &c. (as above).

(42.) *Cruelty to Animals. Act 31 March, 1860.*

(Commence as in General Form.)

——, that one H. H., a person then and there being, did, unlawfully, wantonly, and cruelly, beat (or torture, or kill, or maim, as may be) a certain cow (horse, ox, or as may be), being the property of J. J. (or of him, the said H. H.), by (here state how act was committed).

(43.) *Cruelty to Animals. Act 29 March, 1869.*

(Commence as in General Form.)

——, one H. H., a person then and there being, did unlawfully, wantonly, and cruelly ill-treat (or overload, or beat, or abuse by ——, stating how) a certain horse, being the property of the said H. H. (or as may be).

Or, one H. H., a person, &c., doth keep and use a certain bull (or bear, or dog, or as may be) for the purpose of fighting and bating.

Or, is the proprietor (or manager) of a certain place at —— in said county, kept and used for the purpose of fighting and bating dogs (or cocks, or as may be).

Or, being the proprietor of a certain building (room, cellar, or as may be), situate in —— in said county, doth let the same to be kept and used (or doth permit and suffer the same to be kept and used) for the purpose of fighting and bating dogs (or cocks, or as may be).

Or, was present at a certain place in ——, in said county, encouraging (or aiding, or assisting) in fighting and bating dogs (cocks, or as may be).

Or, having, maintaining, keeping, and using a certain place (building, room, cellar, or as may be), situate in ——, in said county, for the purpose of fighting and bating dogs (or as may be), doth charge and receive money for the admission of any person or persons thereto.

(44.) *Incest. Act 31 March, 1860.*

(Commence as in General Form.)

——, one F. L., a person then and there being, did commit incestuous fornication (or adultery, or intermarry), with one H. H., who is (here describe the degree of relationship).

(45.) *Seduction under Promise of Marriage. Act 31 March, 1860.*

(Commence as in General Form.)

——, one M. O., a person then and there being, did, with illicit connection, under promise of marriage, seduce one N. N., a female of good repute, &c.

(46.) *Cheating Lodging-House Keepers. Act 31 March, 1860.*

(Commence as in General Form.)

——, one H. H., a person then and there being, by false and fraudulent representations,

Or, by a false show of baggage (or goods, or chattels),

Calculated to deceive, did obtain credit (or lodging) at a hotel (or inn, or boarding-house) kept by the affirmant, and with intent to cheat and defraud the affirmant, and did subsequently refuse to pay for the board (or lodging, or both) so obtained.

## COMPOSITION.

A COMPOSITION is an agreement, made upon a sufficient consideration, between a debtor and a creditor by which the creditor accepts a part of the debt due to him in satisfaction of the whole. Montagu on Com.

(1.) *General Form of a Composition Paper.*

To all to whom these presents shall come, we, whose names are hereunto written and seals affixed, creditors of Samuel Eastin, of the city of Altoona, county of Blair, and State of Pennsylvania, send greeting: Whereas, the said Samuel Eastin is justly indebted to us in divers sums of money, which, by reason of financial difficulties, he is utterly unable to pay and satisfy in full; now, therefore, we, the said creditors, have resolved and agreed to undergo a certain loss, and to accept of sixty cents for every dollar owing us by the said Samuel Eastin, to be paid in full satisfaction and discharge of our several and respective debts; and we do for ourselves,

our and each of our heirs, executors, and administrators, covenant, promise, compound, and agree to and with the said Samuel Eastin, his executors and administrators, and to and with every of them, by these presents, that we, and each of us, will accept, receive, and take from the said Samuel Eastin the sum of sixty cents upon every dollar owing us respectively, in full discharge and satisfaction of such respective debts, so that the said sum be paid us, respectively, in manner following, viz. (here give manner payments shall be made): And we, for ourselves, our and each of our heirs, executors, and administrators, hereby agree that the said Samuel Eastin may dispose of such goods, chattels, wares, and merchandise as he is possessed of in any manner as to him shall seem meet at all times within the space of six months from these presents, for and towards the satisfaction of our said several debts in the proportion aforesaid; nor that we, or either of us, nor our respective heirs, executors, and administrators, shall at any time hereafter sue, molest, attach, or in any way trouble the said Samuel Eastin for any debt or thing now owing us, or any of us, so that the said Samuel Eastin shall well and truly pay, or cause to be paid, unto us respectively, the said sum of sixty cents for every dollar he owes and stands indebted to us respectively, within the time and in the manner aforesaid.

In witness whereof, we have hereunto set our hands and seals, this first day of October, A. D. one thousand eight hundred and eighty-four.

\_\_\_\_\_, [SEAL.]  
 \_\_\_\_\_, [SEAL.]  
 \_\_\_\_\_, [SEAL.]  
 \_\_\_\_\_, [SEAL.]  
 \_\_\_\_\_, [SEAL.]

## CONTRACTS.

A **CONTRACT** is an agreement between two or more parties to do or not to do a particular thing. Taney, C. J., 11 Pet. 420, 572.

An agreement in which a party undertakes to do or not to do a particular thing. Marshall, C. J., 4 Wheat. 197.

An agreement between two or more parties for the doing or not doing of some specific thing. 1 Parsons, Contr. 5.

A compact between two or more parties. 6 Cranch, 87, 136.

An agreement or covenant between two or more persons in which each party binds himself to do or forbear some act, and each acquires a right to what the other promises. Encyc. Amer.; Webster.

A contract or agreement is where a promise is made on one side and assented to

on the other; or where two or more persons enter into an engagement with each other by a promise on either side. 2 Stephen, Com. 108.

An agreement upon sufficient consideration to do or not to do a particular thing. Blackstone; Kent.

A covenant or agreement between two parties with a lawful consideration or cause. West, Symbol. lib. 1, § 10; Crowel; Blount.

A deliberate engagement between two competent parties upon a legal consideration to do or to abstain from doing some act. Story, Contr. (Bouvier, Law Dict.)

If under seal a contract is denominated a specialty, and if not under seal an agreement by parol; the latter including both verbal and written contracts not under seal. 2 Kent, Com. sec. 39.

There is but little difference, in effect, between an agreement in writing without a seal and one by parol; except that the former can be more easily proved, and is therefore preferable.

The legal requisites of a contract are: A person to contract; a person able to be contracted with; a thing to be contracted for; a lawful consideration; clear and explicit words to express the agreement; and the assent of the contracting parties. Plowd. 161; Co. Litt. 35, b.

### (1.) *General Form of a Contract.*

This agreement, made and concluded this —— day of ——, A. D. one thousand eight hundred and eighty ——, between A. B., of the ——, county of ——, and State of Pennsylvania, of the first part, and C. D., of ——, county of ——, and State aforesaid, of the second part, witnesseth: that the said party of the first part, &c. &c. &c.

And that the said party of the second part, &c. &c. &c.

In witness whereof, the said parties to these presents have hereunto set their hands and seals, the day and year above written.

Executed in presence of  
E. F.,  
G. H.

A. B., [SEAL.]  
C. D. [SEAL.]

### (2.) *Clause fixing Damages in Case of Breach of Contract.*

And further, that for the faithful performance of this agreement, said parties do bind themselves, their and each of their heirs, executors, administrators, and assigns, each to the other, in the sum of —— dollars, as liquidated damages to be paid by the failing party.

### (3.) *General Form of Contract for Mechanics' Work.*

This agreement, made and concluded the first day of April, A. D. 1885, by and between Bartley Bennett, of the city of Altoona,

county of Blair, and State of Pennsylvania, of the first part, and Chester Chaunce, of the same place, of the second part, witnesseth: that the said party of the first part, for the consideration hereinafter mentioned, covenants and agrees with the party of the second part to perform, in a faithful and workmanlike manner, the following specified work, viz. (here fully set out and describe the work to be done). And, in addition to the above, to become responsible for all materials delivered, receipted for, or ordered by him and used in and about the erection or entering into the completion of the said above-mentioned and described work; the said work to be commenced not later than the fifteenth day of the present month, and to be fully completed and delivered free from all mechanics' or other liens on or before the fifteenth day of July, A. D. 1885.

And the said party of the second part covenants and agrees with the said party of the first part, in consideration of the faithful performance of the above-specified work, to pay to the said party of the first part the sum of one thousand five hundred dollars in manner following, to wit (here set out manner of payments).

And it is mutually agreed by and between the parties to this agreement, that in case of a disagreement in reference to the performance of said work, all questions and matters in dispute shall be referred to the decision or umpirage of three competent and disinterested parties, one of whom shall be chosen by the said party of the first part; another to be chosen by the said party of the second part; and the third to be mutually agreed upon by the two parties so chosen as aforesaid; and the award of the said referees, or any two of them agreeing, shall be final and conclusive upon all parties.

In witness whereof, we have hereunto set our hands and seals, the day and year above written.

Signed, sealed, and delivered	}	BARTLEY BENNETT, [SEAL.]
in presence of		CHESTER CHAUNCE. [SEAL.]
WALTER WATTON,		
ZACH ZUERCH.		

(4.) *Contract for the Erection of a Building.*

This agreement, made and concluded the eleventh day of April, A. D. one thousand eight hundred and eighty-five, between A. J. Anderson, of the city of Altoona, county of Blair, and State of Pennsylvania, of the first part, and John Flannigan, of the same

place, party of the second part, witnesseth: The said party of the second part hereby agrees that he will erect, build, and finish, in a good, substantial, and workmanlike manner, for the said party of the first part, a frame (or brick, or stone, as may be) dwelling-house, on lot No. 10, Block Z. X., in the general plan of said city, situate on east side of Fortieth Avenue, between Ninetieth and Ninety-First Streets, according to the plan, draft, and explanation hereto annexed, of good and substantial material, wholly to be furnished by the said party of the second part, and which said dwelling-house shall be fully completed and ready for occupation on or before the first day of July next.

And the said party of the first part agrees to pay unto the said party of the second part for the same the sum of ——— dollars in manner following, viz. (here give manner, &c., of payments).

And for the true and faithful performance of the covenants hereinbefore contained, the said parties do hereby bind themselves, each to the other, in the sum of ——— dollars, as liquidated damages to be paid by the failing party.

In witness whereof, &c.

(5.) *Another Contract for the Erection of a Building.*

This agreement, made and concluded the ——— day of ———, A. D. one thousand eight hundred and eighty ———, between J. J., of ———, of the one part, and W. B., of ———, of the other part, witnesseth as follows, viz: The said J. J., for the considerations hereinafter mentioned, doth, for himself, his executors, and administrators, covenant, promise, and agree, to and with the said W. B., his executors, administrators, and assigns, that he, the said J. J., shall and will, within the space of six months from the date hereof, in a good and workmanlike manner, and according to the best of his art and skill, well and substantially erect, build, set up, and finish one house or messuage, or Lot No. —, in such place as the said B. shall direct, of the dimensions following, viz. (here describe the house), and compose the same with such stone or brick, timber, and other materials, as the said W. B. or his assigns shall find and provide for the same.

In consideration whereof, the said W. B. doth, for himself, his executors, and administrators, covenant and promise to and with the said J. J., his executors, administrators, and assigns, well and truly to pay, or cause to be paid, unto the said J. J., his executors,

administrators, and assigns, the sum of six hundred dollars, in manner following, viz: Two hundred dollars, part thereof, at the beginning of the said work; two hundred dollars more thereof three months therefrom; and the remaining two hundred dollars, in full for the said work, when the same shall be completely finished.

And also that he, the said W. B., his executors, administrators, or assigns, shall and will, at his and their own proper expense, find and provide all the stone, brick, tile, timber, and other materials necessary for making and building of the said house.

And for the true performance of all and every the covenants and agreements aforesaid, each of the said parties bindeth himself, his heirs, executors, and administrators, unto the other, his executors, administrators, and assigns, in the penal sum of twelve hundred dollars, firmly by these presents.

In witness whereof, the said parties to these presents have hereunto set their hands and seals, the day and year first above written.

Sealed and delivered in  
presence of  
S. L.  
Y. X.

J. J., [SEAL.]  
W. B. [SEAL.]

(6.) *Another Contract for the Erection of a Building.*

This agreement, made and concluded this first day of March, A. D. 1885, by and between Frank P. Hallam, of the city of Altoona, county of Blair, and State of Pennsylvania, of the first part, and the Altoona Planing Mill Company (Limited), party of the second part, witnesseth: That the said party of the second part, for the consideration hereinafter mentioned, do hereby agree to and with the said party of the first part to erect, build, and completely finish on or before the first day of June next, in accordance with the plan and elevation set forth in the schedule hereunto annexed, a certain dwelling-house, on lot No. —, &c. (here give description).

That the said dwelling-house shall be completed in a good, substantial, and workmanlike manner, from such good, proper, and sufficient materials of every kind, to be furnished by the said party of the second part, as shall be suitable thereto, and to the satisfaction and approval of John Jones, architect, for this purpose to be testified by the certificate of the said John Jones in writing.



In consideration whereof, the said party of the first part hereby agrees to pay unto the said party of the second part the sum of two thousand dollars in manner following, to wit:

Four hundred dollars when the foundation and cellar of said building are completed.

Four hundred dollars when the roof of said building is completed.

Four hundred dollars when the said building is enclosed.

And the remaining eight hundred dollars when said building is fully completed and the keys thereof are delivered unto the said party of the first part.

And for the faithful performance of the within agreement, the said parties bind themselves each to the other in the sum of \_\_\_\_\_ dollars, as liquidated damages to be paid by the failing party.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year aforesaid.

Executed in pre-  
sence of

JOHN GROSS,  
ED. P. HUNT.

FRANK P. HALLAN, [SEAL.]  
ALTOONA PLANING MILL COMPANY (Limited),  
By FRANK MALLOY, Pres't, [SEAL.]  
and JOHN McNEVIN, Sec'y. [SEAL.]

(7.) *Another Contract for the Erection of a Building.*

This agreement, made and concluded the first day of April, A. D. one thousand eight hundred and eighty-five, by and between Louis Plack, Contractor and Builder, of the city of Altoona, county of Blair, and State of Pennsylvania, of the first part, and Nicholas P. Mervine, Attorney-at-law, of the same place, of the second part, witnesseth: That the said party of the first part, for and in consideration of the sum of money as hereinafter mentioned to be paid by the said party of the second part, as well as the covenants and agreements hereinafter recited by the said party of the second part to be kept and performed, doth by these presents covenant, promise, and agree to and with the said party of the second part as follows, viz.: That the said party of the first part shall and will, in a good, workmanlike, and master manner, according to the best of his art, skill, and ability, build, erect, finish, and complete, and the materials for the same wholly provide, a three-story brick dwelling-house, on lot No. 10, in the general plan of the city of Altoona, aforesaid, being situate on the southeast corner of One-hundredth Avenue and Sixty-first Street, the whole of said work to be performed, and all of said materials furnished in conformity with the

plans and specifications of the same as made by Ezra Ale, the architect hereby appointed by the said party of the second part, which plans and specifications bear even date herewith, and are signed by the parties hereto, and which are to be considered as forming part of this agreement as if herein fully set forth.

The said party of the first part further agrees that the work aforesaid shall be commenced and diligently prosecuted, and the materials aforesaid promptly furnished, and that the said dwelling-house shall be wholly completed and ready for use and occupation on or before the first day of July next, and that for each and every day the same remains uncompleted after the said first day of July next, the said party of the first part shall and will forfeit the sum of ——— dollars per day unto the said party of the second part, which said sum so forfeited shall and may be deducted and retained by the said party of the second part from and out of the final or last payment to be made unto the said party of the first part under these articles.

That no charge of any kind shall be made by the said party of the first part beyond the sum of ——— dollars, unless the said party of the second part shall alter the aforesaid plans and specifications, in which case the value, costs, and charges of such alterations shall be added to the amount to be paid under this agreement, or deducted therefrom as may be, it being expressly understood that no extra work of any kind shall be performed, or extra materials furnished by the said party of the first part, unless thereto authorized in writing by the said party of the second part, who may from time to time make such alterations in the aforesaid plans and specifications upon the terms aforesaid as to him shall seem meet.

That so soon as the said building is roofed, the said party of the first part shall and will place such an amount of insurance upon the same as shall be designated by the said party of the second part, to be increased from time to time as the said work progresses, the policy of insurance to be taken in the joint names and for the joint benefit of the parties hereto, and the loss if any made payable to the said parties as their respective interests may appear; the expenses of such insurance to be born equally by and between the said parties to this agreement.

And the said party of the second part, in consideration of the work and labor being done and materials provided as hereinbefore required, and all other of the agreements, covenants, provisions, and

stipulations herein set forth being kept and performed by the said party of the first part, doth covenant, promise, and agree to and with the said party of the first part, that he will well and truly pay or cause to be paid unto the said party of the first part the sum of ten thousand dollars in manner following (here give manner of payments).

And it is further understood and agreed by and between the parties to this agreement, that in case any lien or liens shall exist for either materials furnished or labor done for and about the erection and construction of the aforesaid dwelling-house at any time or times when by the foregoing terms or provisions of this agreement a payment is to be made by the said party of the second part to the said party of the first part, such payment or such part thereof as shall be equal to not less than double the amount for which such lien or liens shall or can exist, shall not be payable at the said stipulated time or times, notwithstanding anything to the contrary hereinbefore contained, and that the said party of the second part may demand to have every necessary proof and assurance that no liens exist against the said building or lot of ground for labor done and material furnished as aforesaid, before he shall be liable to make any payment under this agreement.

And it is further understood and agreed, that the said party of the first part shall be solely responsible and answerable for any injury or damages sustained by any person or persons or property during or subsequent to the progress and completion of the said work, from any act or default on his part, or on the part of those under him; and shall, also, be responsible and answerable to the said party of the second part for any injury, loss, damages, costs, or charges which he, the said party of the second part, may be compelled to pay or suffer by reason of such act or default on the part of the said party of the first part.

And the said party of the first part further agrees that he shall and will, from time to time, during the progress of the said work, apply to the said architect for all needful explanations of the true intent and meaning of the said plans and specifications, and that "working plans" shall at the expense of the said party of the second part be from time to time, and whenever requisite, furnished by the said architect to the said party of the first part upon reasonable notice; and that the said party of the first part shall and will not in the execution, performance, and fulfilment of this agreement in any way deviate from the entire and exact compli-

ance with, adherence to, and fulfilment of the said plans, "working plans" and specifications, by reason of any practical difficulty which may arise or occur, unless such deviation shall, in the opinion of the said architect, be absolutely and unavoidably necessary, in which case it may be done.

And it is further understood and agreed by the parties hereto, that all the works described or referred to in the annexed specifications are to be executed by the said party of the first part, whether or not the said works are illustrated by the aforesaid "working-plans;" and that the said party of the first part is to execute all work shown by the aforesaid "working-plans," whether or not said works are described or referred to in the said specifications. And if any apparent discrepancy shall be found to exist between the "working-plans" and the specifications, the decision as to the fair construction of said discrepancy, and of the true intent and meaning of said plans and specifications, shall be made by the architect hereinbefore named; and the said party of the first part shall provide and execute the work in accordance with said decision. (Here provide for any other or further conditions, &c.)

"And it is further understood and agreed that the covenants, conditions, and provisions contained in the within agreement shall be binding upon the parties hereto, their legal representatives and assigns."

In witness whereof, we have hereunto set our hands and seals, this the day and year aforesaid.

Executed and delivered	}	LOUIS PLACK,	[SEAL.]
in presence of		NICHOLAS P. MERVINE.	[SEAL.]
Wm. S. HAMMOND,			
E. M. AMIES.			

(8.) *Contract for Removing and Rebuilding.*

This agreement, made and concluded the —— day of ——, A. D. 18—, between A. B., of ——, of the one part, and C. D., of ——, of the other part, witnesseth: That the said A. B., for the consideration herinafter mentioned, hereby agrees that he will take down and remove the building (dwelling-house, warehouse, or as may be) belonging to the said C. D., situate, &c. (giving location), and in place and stead thereof will make, erect, build, and finish one new tenement or dwelling-house (or as may be) of the following

dimensions, viz., width of front, ——— feet; length or depth backwards, ——— feet; height, ——— feet; of ——— stories each ——— feet high; all divided into rooms as follows, ———. The dimensions of the cellars shall be as follows, ———, &c. &c.

That the said A. B. shall furnish at his own cost and expense all and every of the material of whatever kind, and all the different labor of whatever kind, fully to complete the said tenement or dwelling-house (or as may be) fit and ready for occupancy in each and every part thereof, on or before the ——— day of ——— next.

In consideration whereof, the said C. D. hereby agrees to pay unto the said A. B. the sum of ——— dollars in manner following, to wit (here give manner of payments).

In witness whereof, the said parties, &c.

(9.) *Contract for Sale of Land.*

Articles of agreement, made the thirty-first day of March, A. D. one thousand eight hundred and eighty-four, between William M. Jones, of the city of Altoona, county of Blair, and State of Pennsylvania, party of the first part, and Harrison Slippey, of the same place, party of the second part.

Whereas, the said party of the second part hath agreed to purchase from the said party of the first part, all that certain lot of ground lying and being within the said city of Altoona, county and State aforesaid, and being lot No. 10, Block Z. Z., in the general plan of said city, fronting fifty feet on Fortieth Avenue, and extending in length or depth of that width one hundred and twenty feet to an alley, and being the second lot east from One-hundredth Street, on the northwest side of said Fortieth Avenue, and to pay therefor the sum of four thousand dollars, in manner following, to wit: One thousand dollars in cash upon the execution of these presents, and one thousand dollars annually hereafter upon the 31st days of March, A. D. 1885, 1886, and 1887, with interest upon each payment as the same falls due, from the date of these presents, the said several sums of money, with their interest, to be secured by the judgment bond and mortgage of the said party of the second part, to be duly executed and delivered to the said party of the first part, at the time hereinafter fixed for the delivery of the deed of above-described property to the said party of the second part: Now this agreement witnesseth: That the said party of the first part, for and in consideration of the premises, and for

the further sum of one dollar paid at and before the execution hereof, doth covenant promise, grant, and agree to and with the said party of the second part, that upon his keeping and performing the above covenants, and paying the said sum or sums of money in manner aforesaid, he will, at or before the first day of July, A. D. 1884, sufficiently grant, convey, and assure the said lot of ground, with its appurtenances, to the said party of the second part, his heirs and assigns. And the said party of the second part doth covenant, promise, and agree that he will well and truly keep, perform, and do all the covenants and stipulations above mentioned by him to be done, kept, or performed, and will pay, or cause to be paid, unto the said party of the first part, the sum and sums of money in manner aforesaid.

And it is further understood and agreed, that the covenants and agreements contained in the within agreement of sale, shall be binding upon the parties hereto, their legal representatives and assigns.

In witness whereof, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

Signed, sealed, and delivered in presence of ED. SHAW, JOHN DOYLE.	}	WILLIAM M. JONES, [SEAL.] HARRISON SLIPPEY. [SEAL.]
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(10.) *Another Contract for Sale of Land.*

Article of agreement, made the first day of October, in the year one thousand eight hundred and eighty-four, between Francis Fulton, of the township of Antes, county of Blair, and State of Pennsylvania, of the first part, and William Simonton, of the same place, of the second part, witnesseth: That the said party of the first part, in consideration of the covenants and agreements hereinafter contained on the part of the said party of the second part, to be kept and performed, has agreed and does hereby agree to sell and convey unto the said party of the second part, his heirs or assigns, all that certain tract or piece of land hereinafter mentioned and described, for the sum of twenty-five hundred (\$2500) dollars, payable in manner following, to wit: Five hundred dollars, with its interest from the date aforesaid, on or before the first day of November, A. D. 1884, and five hundred dollars annually thereafter, or upon the first day of November of each and every year, with

legal interest thereon, until the whole amount be paid; and upon the payment of the said sum, the said party of the first part will, at his own proper cost and charge, make, execute, and deliver to the said party of the second part, a good and sufficient deed for the said premises, in fee simple, free from all incumbrance, and containing the usual covenants of special warranty; the said tract or piece of land being situate, &c. (here give description), and the said party of the second part agrees with the said party of the first part to purchase the said tract or piece of land, and pay therefor the said sum of twenty-five hundred (\$2500) dollars, in the manner and at the times hereinabove provided.

And it is further agreed by and between the said parties, that possession of said premises shall be delivered to the party of the second part, his heirs or assigns, on the first day of November, A. D. 1884, until which time the party of the first part shall be entitled to have and receive the rents, issues, and profits thereof.

In witness whereof, the said parties to these presents have hereunto set their hands and seals, this the day and year above written.

Signed, sealed, and delivered	}	FRANCIS FULTON,	[SEAL.]
in presence of		WILLIAM SIMONTON.	[SEAL.]
EDWIN M. AMIES,			
W. D. COUCH.			

(11.) *Another Contract for the Sale of Land.*

This, agreement, made and concluded the —— day of ——, A. D. 18—, between A. B., of ——, county of ——, and State of Pennsylvania, of the first part, and C. D., of ——, county of ——, and State aforesaid, of the second part, witnesseth: That the said party of the first part hereby agrees to sell unto the said party of the second part all that parcel of land, situate, bounded, and described as follows, to wit (here give description), for the sum of —— dollars, to be paid by the said party of the second part, in manner and at the times hereinafter mentioned and covenanted. And the said party of the first part further agrees, that on the —— day of ——, upon receiving from the said party of the second part, the aforesaid sum of —— dollars, he, the said party of the first part, shall and will at his own proper cost and expense (or as may be) execute and deliver to the said party of the second part, or to his assigns, a good and sufficient deed of conveyance, with clause of general

warranty, and containing the usual full covenants, conveying and assuring the said premises in fee simple unto the said party of the second part or his assigns.

And the said party of the second part hereby agrees to purchase of the said party of the first part, the premises above mentioned, at and for the price aforesaid, and to pay to the said party of the first part, the purchase-money therefor, in manner and at the times following, to wit (here give manner, &c., of payments). And it is further agreed by and between the parties to these presents, that the said party of the first part shall have and retain the possession of said premises, and be entitled to the rents, issues, and profits thereof until the first payment as stipulated for above is made, when full possession of the same shall be delivered to the said party of the second part.

And it is further agreed, that in case the said party of the first part shall fail or refuse to execute or deliver a proper deed of conveyance in manner and at the time and place above specified for that purpose, provided the party of the second part shall be ready to fulfil and perform the covenants then to be fulfilled and performed on his part; or in case the said party of the second part shall fail or refuse to pay the said sum of ——— dollars, at the time and place as above agreed upon, provided the party of the first part shall be ready to deliver such deed of conveyance as aforesaid; then the party so failing shall and will pay to the other party, or his assigns, the sum of ——— dollars, which sum is hereby declared fixed and agreed upon as liquidated damages to be paid by the party so failing as aforesaid for his non-performance.

And it is further understood and agreed, that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, and assigns of the respective parties.

In witness whereof, &c.

(12.) *Another Contract for the Sale of Land.*

Agreement made and concluded, the tenth day of January, A. D. 1885, by and between Lincoln Landers, of the borough of Tyrone, County of Blair, and State of Pennsylvania, of the first part, and George Gregory, of the same place, party of the second part.

Whereas, the said party of the second part hath agreed to purchase from the said party of the first part, either on his own account or for whom it may concern, a certain tract or piece of land situate



in the township of Snyder, Blair County aforesaid, giving and paying to the said party of the first part, on or before the first day of April next, the sum of two thousand dollars, which, with the sum of fifty dollars now paid to the said party of the first part, by the said party of the second part, shall be the consideration money in full.

And the said party of the first part, for and in consideration of the premises and the said sum of fifty dollars so paid as aforesaid before the execution of these presents, doth covenant, promise, grant, and agree with the said party of the second part, his heirs and assigns, that he will upon the said first day of April next, sufficiently grant, convey, and assure the said tract or piece of land unto the said party of the second part, or to such persons or persons as he may direct; and in default of the said party of the second part paying the aforesaid sum of two thousand dollars upon the said first day of April next, as herein above provided, then these articles are to be deemed and considered cancelled to all intents and purposes the same as though they had never been made, and the said sum of fifty dollars, so paid as aforesaid, is to be forfeited to the said party of the first part. Provided, however, that the said party of the first part shall and will tender unto the said party of the second part, or to such person or persons as he may direct, a good and sufficient deed with clause of ——— warranty upon the said first day of April next, and before the said sum of two thousand dollars is to be paid or tendered unto the said party of the first part.

In witness whereof, the said parties have hereunto set their hands and seals, this the day and year above written.

Executed in presence of  
A. A. STEVENS,  
WM. S. PASCOE.

} LINCOLN LANDERS, [SEAL.]  
GEORGE GREGORY. [SEAL.]

(13.) *Another Contract for the Sale of Land.*

This agreement, made and entered into the first day of January, A. D. 1885, between Martin Bell, of the borough of Hollidaysburg, county of Blair, and State of Pennsylvania, of the one part, and Jones Rollins, of the same place, of the other part, witnesseth: That the said Martin Bell, in consideration of the sum of two hundred dollars paid at the execution of these presents, and three hundred dollars to be paid when a deed is executed, doth grant, bargain, and

sell to the said Jones Rollins, his heirs and assigns, all that certain lot of ground situate in the borough of Hollidaysburg aforesaid, and bounded and described as follows, viz. (here give description of premises): together with all and singular the appurtenances thereunto belonging, or in any wise appertaining.

And the said parties hereby bind themselves, their heirs, executors, and administrators, for the performance of all and every of the above agreement, as witness their hands and seals, the day and year first above written.

Signed, sealed, and delivered }  
in our presence,  
JAS. S. PLUMMER,  
JOHNSON AKERS.

MARTIN BELL, [SEAL.]  
JONES ROLLINS. [SEAL.]

COVENANTS, AGREEMENTS, AND PROVISOS WHICH MAY BE INSERTED  
IN AN AGREEMENT FOR SALE OF LAND.

(14.) *That the Vendor will not commit Waste or grant any New Lease before the Purchase is completed.*

And, also, that the said (the vendor) shall and will not in the mean time cut down any timber or trees, or commit any waste of any kind whatsoever, in or upon the said above-described premises, nor any part thereof, and shall and will not grant any lease or leases of the said premises, or any part thereof, without the knowledge and assent of the said (the vendee), his heirs or assigns, first had and obtained.

(15.) *To Retain Part of the Purchase-money to discharge Incumbrances.*

And it is hereby further agreed, that the said (the vendee) shall and may retain out of the said purchase-money the sum of \_\_\_\_\_ dollars for the purpose of discharging a certain mortgage on the said premises, given by the said (the vendor) to \_\_\_\_\_, bearing date the \_\_\_\_\_ day of \_\_\_\_\_, and recorded in the office for the recording of deeds, &c., in \_\_\_\_\_ County, in Deed Book, Vol. \_\_\_\_\_, page \_\_\_\_\_, and maturing on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—.

(16.) *Contract to be Void should Counsel of Vendee not approve Title of Vendor.*

And it is further understood and agreed, that if the legal counsel of the said (vendee) should not approve of the title of the said (vendor) to the said premises, then in that case this agreement shall be void (and if any part of the purchase-money has been paid, add); and in such case the said (vendor) shall and will within ——— days from the date of written notice of that fact being given to the said (vendor) pay, or cause to be paid unto the said (vendee), his heirs, executors, or assigns, the said sum of ——— dollars so paid him as aforesaid, with legal interest thereon for the length of time he, the said (vendor), may have had possession of the same.

(17.) *That, if a Good Title, &c., cannot be made, &c., the Premises to stand as Security for the Purchase-money advanced.*

It is further agreed and declared, that in case the said (the vendor) shall fail to execute and perfect good and sufficient conveyances and assurances as aforesaid, or shall fail to establish a perfect title in himself in said premises, then these presents shall remain and be a security to the said (the vendee) for the repayment to him of any sum or sums advanced by him under the terms of this agreement, with legal interest thereon until such sum or sums shall be repaid; and the said (the vendee) is hereby authorized to hold the said premises until the said sum or sums be repaid as aforesaid.

(18.) *Contract for Letting a Dwelling.*

This agreement, made and concluded the first day of March, A. D. 1885, by and between A. B., of ———, of the one part, and C. D., of the same place, of the other part, witnesseth: That the said A. B. doth agree to let and lease unto the said C. D. all that certain house and lot of ground, situate (here describe the premises), for one year from the first day of April next, and for such longer time after the expiration of the said one year, as both the said parties shall agree, and until the end of three months after notice shall be given by either of the said parties, to the other of them, for leaving the said premises, at, and for the yearly rent of one hundred dollars, to be paid quarterly, on the first days of July, October, January, and April, by even and equal portions, which said yearly rent, payable quarterly, as aforesaid, the said C. D. doth hereby,

for himself, his executors, and administrators, covenant and agree to pay the said A. B., his executors, administrators, and assigns, accordingly, for so long a time as he shall hold and enjoy the said premises as aforesaid, and until the end of the said three months next after notice shall be given by either of the said parties, to the other of them, for leaving the said premises as aforesaid.

Witness our hands and seals, the day and year first above written.

Signed, sealed, and delivered	}	A. B.,	[SEAL.]
in presence of		C. D.	[SEAL.]
E. F.,			
G. H.			

(19.) *Contract for Manufacturing.*

*General Form.*

This agreement, made and concluded the —— day of ——, A. D. 18—, between A. B., of ——, of the one part, and C. D., of ——, of the other part, witnesseth: That the said A. B. shall, at his own expense, manufacture (state what) in a good, workman-like, and marketable manner (if pattern is furnished say, and of the same quality, material, and workmanship, and in all other respects according to the description, or design, hereunto annexed, or the model furnished).

That the said A. B. shall deliver the same to the said C. D. on or before the —— day of ——, 18—.

That the said C. D. shall, in consideration thereof, pay the said A. B. in manner following, viz.:—

That the said C. D. shall be the sole and sufficient judge as to whether the goods (or articles, or as may be) manufactured are in accordance with the description (or design, or pattern, or model) furnished the said A. B., and he shall be at liberty to decline receiving any of the goods (or articles) in his opinion not so manufactured, and the said A. B. hereby agrees to replace the same with others manufactured in accordance with the description (or as may be) and to the satisfaction of the said A. B. within —— months after the same shall have been declined.

In witness, &c.

(20.) *Contract to Make or Manufacture Certain Articles.*

This agreement, made and concluded this first day of January, A. D. 1885, between Samuel Souders, of the city of Altoona, county

of Blair, and State of Pennsylvania, of the first part, and Lemuel Lemon, of the same place, of the second part, witnesseth: That the said party of the first part, for the consideration hereinafter mentioned, hath agreed, and by these presents doth agree to make and manufacture, and all material for the same provide and furnish, one hundred dozen corn brooms (or as the case may be, describing the articles to be made), and to commence the delivery of the same at the place of business of the said party of the second part (or as may be) on the first day of February next, in quantities of not less than twenty-five dozen in any one lot, and at least one lot each and every month until the full one hundred dozen be delivered; the said brooms to be a good marketable article, though they may be of several grades or qualities (each grade or quality to be "bunched" by itself), and any broom or any number of brooms may be rejected by the said party of the second part for want of proper workmanship or general quality of the same, he to be the only and sufficient judge as to the fitness of such brooms for the market, and any so rejected, the said party of the first part agrees to replace, within the time above limited, by others, meeting the approval of the said party of the second part.

In consideration thereof, the said party of the second part doth hereby agree to pay unto the said party of the first part the highest market price in cash for the brooms aforesaid, as the same are delivered, according to the quality thereof.

In witness whereof, we have hereunto set our hands and seals, this the day and year aforesaid.

Executed in our presence, }

SAMUEL SOUDERS, [SEAL.]

LEMUEL LEMON. [SEAL.]

(21.) *Contract for the Sale of Timber Standing, with Liberty to Remove the same.*

Articles of agreement made between J. J., of ———, of the one part, and W. B., of ———, of the other part, in manner following, that is to say:—

The said J. J., in consideration of one hundred dollars, to him in hand paid by the said W. B., the receipt whereof is hereby acknowledged, and in consideration of the further sum of one hundred dollars, to be paid by the said W. B., his executors or administrators, as hereinafter is mentioned, hath granted, bargained,

and sold, and by these presents doth grant, bargain, and sell, unto the said W. B., his executors, administrators, and assigns, two hundred of the chestnut trees, now standing and growing in and upon his farm, in the county of ———, which the said W. B., his executors, administrators, or assigns, shall think fit to choose, together with the tops and bark of and belonging to the said two hundred trees hereby sold. And the said J. J., for himself, his executors, administrators, and assigns, doth covenant, promise, and agree to and with the said W. B., his executors, administrators, and assigns, by these presents, that at all, or any time or times, until the ——— day of ———, in the year of our Lord ———, he, the said W. B., his executors, administrators, or assigns, shall and may have free liberty of ingress, egress, and regress into and from all or any part of the lands and grounds belonging to the farm aforesaid, with horses, carts, and wagons, to take, fell, cut down, and carry away the said two hundred trees, and the tops and bark thereof, to and for his and their own use and uses; and like liberty to dig saw-pits in convenient places in the said grounds, and therein to saw, cut out, and convert all, or so many of the said trees as he or they shall think fit, for the better conveniency or carriage thereof. And the said W. B., for himself, his executors, administrators, and assigns, doth covenant, promise, and agree, to and with the said J. J., his executors, administrators, and assigns, by these presents, as followeth: that is to say, that within the time aforesaid, he, the said W. B., his executors, administrators, or assigns, will choose out, and at his and their own charge fell, cut down, and carry away, the said two hundred trees so sold to him as aforesaid; and in consideration and in full for the purchase thereof, shall and will truly pay, or cause to be paid, unto the said J. J., his executors, administrators, or assigns, in addition to the sum of one hundred dollars already paid, the receipt whereof is acknowledged above, the further sum of one hundred dollars, in the manner following, viz., ——— part thereof on the ——— next ensuing the date of these presents, and the remaining sum of ———, on the ——— next following.

In witness whereof, &c.

(22.) *Contract between several persons, plaintiffs, to pay the Expenses of a Lawsuit.*

This agreement, made the ——— day of ———, A. D. 18—, between A. B., of ———, of the first part, C. D., of ———, of the

second part, and E. F., of ———, of the third part: Whereas (here recite the grounds of the contemplated action), by reason whereof a suit or suits is or are to be commenced. And whereas, it is agreed by the said parties, that every of them shall pay his share of the costs and charges thereof. Now these articles witness, that the said A. B., C. D., and E. F., and every of them, covenant with each other, that they and every of them shall pay their respective equal shares of all the costs and damages, of all and every such action and actions, as are, or at any time hereafter shall or may be brought by or against them or any or either of them.

In witness whereof, the said parties to these presents have hereunto set their hands and seals, this the day and year aforesaid.

Executed and delivered	}	A. B.,	[SEAL.]
in presence of		C. D.,	[SEAL.]
G. H.,		E. F.	[SEAL.]
O. P.			.

(23.) *Contract between several persons, defendants, to pay the Expenses of a Lawsuit.*

This agreement, made and concluded the first day of March, A. D. one thousand eight hundred and eighty-five, between Henry Withers, of the city of Altoona, county of Blair, and State of Pennsylvania, of the first part, John Jackson, of the same place, of the second part, and Frank Gilroy, of the same place, of the third part: Whereas a certain action in ejectment (or as may be) has been commenced (or is about to be commenced) in the Court of Common Pleas of Blair County aforesaid, at the suit of Robert Walker, as plaintiff, touching or relating to the title of a certain tract or piece of land situate in the township of Antis, county of Blair aforesaid, the title to which is claimed by the said Robert Walker, but which the said parties to these presents allege is entirely covered by their respective lines (or as may be, setting out the subject matter of the action). Now the said Henry Withers, John Jackson, and Frank Gilroy, and every of them, do hereby covenant with each other that they, the said Henry Withers, John Jackson, and Frank Gilroy, and their assigns respectively, shall and will equally share and pay all costs, damages, and charges which shall arise or grow out of a defence to the said action so brought as aforesaid (or to be brought against either of them).

In witness whereof, we have hereunto set our hands and seals, this the day and year aforesaid.

Signed, sealed, and delivered  
in presence of  
WILLIAM THOMPSON,  
JAMES HOUSEMAN.

HENRY WITHERS, [SEAL.]  
JOHN JACKSON, [SEAL.]  
FRANK GILROY. [SEAL.]

(24.) *Contract for Sale of Goods, &c., in Store.*

This agreement, made and concluded the ——— day of ———, A. D. 18—, between A. B., of ———, of the one part, and C. D., of ———, of the other part, witnesseth: That the said A. B., in consideration of the covenants hereinafter contained, agrees to purchase of the said C. D. all his stock of goods, wares, and merchandise, the same being in the store-room now occupied by the said C. D. in the said ———, together with all the furniture and fixtures thereunto belonging; the said goods, wares, and merchandise, furniture and fixtures to be appraised and inventoried by two disinterested persons chosen, one by each of the said parties hereto, whose work shall be completed on or before the ——— day of ——— next; and the said C. D. agrees that immediately upon the completion of the appraisement and inventory as aforesaid, he will execute and deliver an absolute bill of sale of the said property, and give possession of the same unto the said A. B. And the said A. B. hereby agrees that, immediately upon the delivery of the bill of sale aforesaid and the property conveyed thereby, he will pay unto the said C. D. the sum or amount as fixed by said appraisement, in cash (or as may be).

In witness, &c.

(25.) *Contract for Barter or Trade.*

This agreement, &c. (as in form above).

That the said party of the first part shall and will sell and deliver unto the said party of the second part, at his place of business in ———, on the ——— day of ———, five hundred bushels of wheat of prime quality (or as may be).

In consideration whereof, the said party of the second part shall sell and deliver at the store of the said party of the first part, on the day following the delivery of the wheat as aforesaid, the value thereof as fixed by the market quotations of wheat of that date, in dressed pork of a good marketable quality, the price per pound



thereof to be governed and fixed by the quotations of pork of that date.

In witness whereof, &c.

(26.) *Contract for Sale and Delivery of Merchandise.*

This agreement, made and concluded this second day of April, A. D. 1885, between John Jones, of the borough of Tyrone, county of Blair, and State of Pennsylvania, of the first part, and William Smith, of the city of Altoona, county and State aforesaid, of the second part, witnesseth: That the said party of the first part doth hereby agree to sell and deliver to the said party of the second part, at his warehouse in the said city of Altoona, on the first day of June next, one hundred barrels of "Morning Star" flour; and in consideration whereof, the said party of the second part agrees to pay unto the said party of the first part, immediately upon the delivery thereof, in cash, the market value of said brand of flour as quoted of that date.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year aforesaid.

Executed in presence of  
HIRAM STITLOW,  
PETER REACHER.

} JOHN JONES, [SEAL.]  
WILLIAM SMITH. [SEAL.]

(27.) *Contract in relation to Party Walls.*

This agreement, made the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, between A. B., of \_\_\_\_\_, in the county of \_\_\_\_\_, and State of \_\_\_\_\_, of the one part, and C. D., of \_\_\_\_\_, &c., of the other part, witnesseth:

That, whereas the said A. B. is seized or possessed of a certain lot or piece of ground, situate in, &c.: And whereas the said C. D. is seized or possessed of a certain other lot or piece of ground situate (here describe the same) adjoining and contiguous to the said before-mentioned and described lot of ground of him the said A. B.: And whereas the said C. D. has lately erected on his own lot aforesaid, and along the division line between the above-mentioned lots, a brick tenement or building, of the length of \_\_\_\_\_ feet, and of the height of \_\_\_\_\_ stories, the \_\_\_\_\_ end of which tenement is at the distance of \_\_\_\_\_ feet from the \_\_\_\_\_ front of the said lots, or \_\_\_\_\_ street aforesaid (add here all the matter necessary to explain the transaction). Now this indenture witnesseth, that the said C. D. doth hereby covenant, promise, grant, and agree, that the

said A. B., his heirs and assigns aforesaid, shall and may, at all times hereafter, have the full and free liberty and privilege of joining to the said ——— wall of the said brick tenement, as well below as above the surface of the ground, and along the whole length or any part of the length thereof, any building which he or they, or any of them, may desire or have occasion to erect, on the said lot along the division line aforesaid, and to use and enjoy the said wall or any part thereof, as a wall of the building or buildings so to be erected, and to sink the joists of such building or buildings into the wall aforesaid to the depth of ——— inches, and no further.

Provided always, nevertheless, and on this express condition, that the said A. B., his heirs and assigns as aforesaid, before proceeding to join any other buildings to the said wall, and before making any use thereof, or breaking into the same, shall pay or secure to be paid, unto the said C. D., his heirs and assigns aforesaid, the full moiety, or one-half part of the value of the said wall, or so much thereof as shall be joined or used as aforesaid, which value shall be fixed and assessed by ———.

In witness whereof, we have hereunto set our hands and seals, this ——— day of ———, A. D. 18—.

Executed and delivered }  
in presence of  
E. F.,  
G. H.

A. B., [SEAL.]  
C. D. [SEAL.]

(28.) *Contract for an Assignment of a Lease.*

This agreement, &c. (as in the form next above).

That the said party of the first part, for the consideration of ——— dollars, shall, on or before the ——— day of ———, assign, grant, convey, and transfer unto the said party of the second part, all his interest, right, title, and estate in and to the following described premises, to wit (here give description as contained in the lease): which said premises, by indenture of lease bearing date the ——— day of ———, A. D. 18—, were demised and let unto the said party of the first part by ——— for and during and until the full end and term of ——— years from the date aforesaid. To have and to hold the same unto the said party of the second part, his heirs and assigns, during the residue of the said term, subject, however, to the rents, covenants, and agreements therein contained and specified.

In witness whereof, &c.

(29.) *Contract for the Assignment of a Bond and Mortgage.*

This agreement, made and concluded this twentieth day of February, A. D. 1885, between Stephen Stiner, of the city of Altoona, county of Blair, and State of Pennsylvania, of the one part, and Edwin Holton, of the same place, party of the second part, witnesseth: That the said Stephen Stiner, for the consideration hereinafter mentioned, doth by these presents agree to assign, transfer, and set over unto the said Edwin Holton, on or before the first day of April next, all his right, title, and interest in and to a certain Mortgage (as well as to the Bond accompanying the same), executed by Henry Hand to the said Stephen Stiner, on the first day of March, A. D. 1884, and which said Mortgage is recorded in the office for the Recording of Deeds, &c., in Blair County aforesaid, in Deed Book, Vol. 90, page 650, &c., and being for the sum of ten thousand dollars.

In consideration whereof, the said Edwin Holton doth hereby agree to pay unto the said Stephen Stiner the sum of ten thousand six hundred and fifty dollars, on or before the said first day of April next, at which time the said Mortgage, and the Bond accompanying the same, shall be assigned as aforesaid; and also the further sum of one dollar at and before the ensealing and delivery hereof, the receipt whereof is by the said Stephen Stiner hereby acknowledged.

In witness whereof, we have hereunto set our hands and seals, the day and year above written.

Executed in our presence, }  
 HANSOM HARRIS,  
 WALTER WALTON.

STEPHEN STINER, [SEAL.]  
 EDWIN HOLTON. [SEAL.]

(30.) *Contract between Merchant and Bookkeeper.*

This agreement, made, &c., witnesseth:

That the said C. D. hereby covenants and agrees that he will, for the term of five years from the date hereof, for the considerations hereinafter named, serve the said A. B. in the capacity or position of bookkeeper in his factory (store, or as may be), in the said ——— of ———; and shall and will during the term aforesaid faithfully and truly fulfil all the duties pertaining to that position; that he will obey and perform the reasonable orders and directions of the said A. B., that he will keep secret the business of the said A. B., and will not disclose any matter or thing connected with or relating to his employment or the general business of the said A. B.

which might or could prejudice him, nor of his correspondence with any person whomsoever; that he will from time to time and whenever thereunto directed prepare and deliver unto the said A. B. a true, perfect, and correct statement and exhibit of the books and affairs under his charge, showing in detail and at full a statement of all moneys received and paid out, and all goods and commodities which were at any time received or delivered on account of the said A. B., which statement and exhibit shall be so prepared that a verification thereof by the original books of the said A. B. may be made without trouble.

And the said A. B. hereby agrees to pay unto the said C. D. the sum of ——— dollars per month, during the term aforesaid, or during such term as the said C. D. shall faithfully serve the said A. B.

In witness whereof, &c.

(31.) *Contract for the Extension of the Time for the Redemption of a Ground Rent.*

This agreement, made and concluded the ——— day of ———, A. D. 18—, between A. B., of ———, of the one part, and C. D., of ———, of the other part. Whereas, the said A. B., by the within indenture, dated the ——— day of ———, 18—, and recorded in the office for the Recording of Deeds, &c., in ——— County aforesaid, in Deed Book, Vol. —, &c., did grant and convey unto the said C. D., his heirs and assigns, all that certain, &c., (here describe the premises accurately), reserving thereout to him, the said A. B., his heirs and assigns, the yearly ground-rent or sum of ——— dollars in quarterly payments on the first day of the months of January, April, July, and October, in every year thereafter, without any deduction for taxes, &c., and in and by the said recited indenture it was provided that if the said C. D., his heirs and assigns, should at any time within ——— years from the date thereof pay or cause to be paid to the said A. B., his heirs and assigns, the sum of ——— dollars, aforesaid, &c. (here follow the covenants in the indenture), as by reference to the said indenture will fully appear; and, whereas, the said A. B., in consideration of the sum of one dollar, lawful money, to him in hand paid by the said C. D., the receipt whereof is hereby acknowledged, and of other good causes and considerations him hereto moving, has agreed to extend the period for the redemption or extinguishment of said ground-rent, for the further period of ——— years from the ——— day of ———, A. D. 18—: Now these

presents witness, that it is hereby expressly covenanted, understood, and agreed by and between the parties hereto, that the said yearly ground-rent shall not become irredeemable by reason of the completion of the said period originally agreed upon for the redemption of the same; but that the period for the redemption or extinguishment of the same shall be extended to the ——— day of ———, A. D. 18—, and that the said yearly ground-rent shall continue charged on and payable out of the aforesaid lot of ground during said extended period, in way and manner as the same was provided for in said indenture. Provided, however, and it is hereby further covenanted, understood, and agreed by and between the said parties, that if the said C. D., his heirs or assigns, shall and do at any time before the expiration of the said extended period, pay or cause to be paid to the said party of the first part hereto, his heirs and assigns, the sum of ——— dollars, lawful money aforesaid, and the arrearages of the said yearly ground-rent to the time of such payment, then the same shall forever thereafter cease and be extinguished, and the covenant for the payment thereof shall become void; and then he, the said A. B., his heirs or assigns, shall and will, at the proper cost and charges in the law of the said C. D., his heirs or assigns, seal and execute a sufficient release and discharge of the said yearly ground-rent to the said C. D., his heirs and assigns forever; any thing herein or in the said indenture contained to the contrary thereof notwithstanding.

In witness whereof, &c.

(32.) *Contract as to Construction and Interpretation of a previous Contract.*

This agreement, made, &c., witnesseth:

That a difference of opinion has heretofore arisen between the parties hereto touching the correct interpretation and construction of certain of the clauses and terms contained in articles of agreement, made and entered into by and between the parties hereto, and bearing date the ——— day of ———, as well as in relation to their respective rights under the same.

That the said parties have now come to a mutual understanding respecting all the questions in dispute and matters in difference between them, and for their future guidance, and for the purpose of preventing any further misunderstandings, disputes, and differences, do hereby agree, as declaratory of their respective rights and

obligations under the said first and original agreement, as follows, to wit:—

1. That the first paragraph of said agreement is intended merely to set forth the date of making, and the names of parties thereto.

2. That the second paragraph of said agreement is intended to, &c. (or “that the true intent and meaning of the second paragraph is, &c.,” thus throughout the entire agreement).

In witness whereof, &c.

(33.) *Contract for Agency Business.*

This agreement, made and concluded the first day of January, A. D. one thousand eight hundred and eighty-five, between John Jones and William Smith, trading and doing business under the firm name and style of Jones & Smith, wholesale grocers, of the city of Philadelphia, and State of Pennsylvania, of the first part, and Henry Howe, of the city of Altoona, county of Blair, and State aforesaid, of the second part, witnesseth:

That the said party of the second part hereby agrees, in consideration of the covenants and agreements hereinafter recited, to act as agent or factor for the said party of the first part, in the said city of Altoona aforesaid, for the term of five years from the date hereof, in selling and vending all such goods, wares, and merchandise as are usually handled and kept for sale by a wholesale grocery house.

That all such goods, wares, and merchandise as shall be from time to time sent or transmitted to the said party of the second part by the said party of the first part, whether upon the direct order of the said party of the second part or not, shall be received by the said party of the second part and carefully stored and preserved in such store-room or warehouse as may be rented or secured for the purpose of conducting the business aforesaid.

That in managing and conducting the business aforesaid, the said party of the second part agrees to use and employ his best endeavors, skill, and energy to procure the greatest possible sale of the goods, wares, and merchandise aforesaid, either for ready money or to persons of responsibility and substantial credit; and that in selling upon credit the said party of the second part shall be circumspect and cautious, and make due inquiry of reliable and respectable parties, whether such persons applying for credit are solvent and fit to be trusted; and in all cases of doubt any order or orders received from such persons for goods shall be forwarded to

the said party of the first part at Philadelphia aforesaid to be filled, accompanied with a letter of explanation and a full statement of the matter; and it is further understood and agreed that the said party of the second part shall and will not give credit to any person or persons for a greater amount than five hundred dollars, nor for a longer period than sixty days without the written consent of the said party of the first part first had and obtained.

That the said business shall be conducted, governed, and controlled by such instructions and directions—always in writing—as may be given by the said party of the first part; but that in the absence of such instructions and directions, or in special matters pending the arrival of the same, the said party of the second part shall exercise his own judgment as to what would be to the best advantage of the said party of the first part.

That the said party of the second part shall keep books of account, in which shall be made correct, customary, and plain entries of all goods received from the said party of the first part, as well as of all goods sold, to whom and whether for cash or credit, and of all other transactions concerning or touching said agency business; that the said books shall be carefully preserved, as well as all letters, documents, and papers relating to said agency business, and upon the final adjustment, settlement, and close of the said business, the same shall be delivered, undefaced and unobliterated, to the said party of the first part.

That the said party of the second part shall, on the first day of each and every month during the said term, send and transmit to the said party of the first part, a full, clear, and correct statement in writing of all orders both taken and executed, of all goods received, of all goods sold, and to whom, and whether for cash or credit, and likewise of all other matters, transactions, and things as in any wise concern said agency business, and which shall have transpired during the preceding month; and that the said party of the second part shall and will, at the same time, account for and transmit to the said party of the first part, all moneys, bills, and securities for money received from the business aforesaid, with a just, full, and explicit statement thereof.

That the said party of the second part shall, on the first day of January (or on the second day, should the first day be Sunday) of each and every year, take an account of all stock on hand and make an inventory thereof, and accurately cast up all books of account, so that the state and condition of said business may clearly

appear and be fully understood, and forward such inventory and statement to the said party of the first part within ten days thereafter.

That the said party of the first part shall at all times have free access to all books of account, papers, or other documents touching or relating to the said agency business.

That either party to these presents may terminate this contract by giving six months' notice in writing to the other party, and at the expiration of the said six months the said business shall be determined and dissolved, and final and complete settlement be made; all moneys and securities of whatever kind, as well as all books, papers, documents, &c., and all goods, wares, and merchandise being and remaining in the hands of the said party of the second part shall be transferred and delivered over unto the said party of the first part, or to any person authorized by them to receive the same.

That during the term aforesaid, unless sooner determined and dissolved as hereinbefore provided, the said party of the first part shall and will not employ any person or persons as agents or factors in the said city of Altoona; and the said party of the second part shall devote his entire time and attention to the business aforesaid, exclusive of all others, either on his own account, or as for or with any one other person than the said party of the first part.

That for any loss or damage which may happen to any goods, wares, or merchandise, committed to the custody and charge of the said party of the second part, he shall not be held responsible except in cases of gross neglect; nor shall he be held responsible for any loss suffered through the failure, insolvency, or inability of any person to whom sale has been made to pay for the goods so sold, unless his neglect and omission contributed to or occasioned such loss.

That all proper costs, charges and expenses, such as clerk hire, rent, fuel, lights, stationery, and all other necessary expenses, shall be paid by the said party of the first part, they first passing upon the necessity of the same, and as to clerk hire they making the contract therefor.

And the said party of the first part, in consideration of the true and faithful performance of the agreements and covenants hereinbefore set forth on the part of the said party of the second part to be kept and performed, hereby agrees to pay unto the said party of the second part a yearly salary of fifteen hundred dollars (or as



may be) in manner following (as the case may be, stating wages, commission, or salary, as agreed upon).

In witness whereof, the said parties to these presents have hereunto set their hands and seals, the day and year aforesaid.

Signed, sealed, and delivered	}	JOHN JONES,	[SEAL.]
in presence of		WILLIAM SMITH,	[SEAL.]
H. S. CROWDER,		HENRY HOWE.	[SEAL.]
WM. P. PASTER.			

(34.) *Articles of Separation between Husband and Wife.*

*This Indenture*, of three parts, made the tenth day of December, A. D. one thousand eight hundred and eighty-four, between Elias Ellis, of the city of Altoona, county of Blair, and State of Pennsylvania, of the first part, and Sarah Ellis, his wife, of the second part, and Allen Alton, Trustee of the said Sarah Ellis, of the third part. Whereas, divers disputes and unhappy differences have arisen between the said party of the first part and his said wife, for which reason they have consented and agreed to live separate and apart from each other during their natural lives, therefore this indenture witnesseth: That the said party of the first part, in consideration of the premises, and in pursuance thereof, doth hereby covenant, promise, and agree to and with the said trustee, and also to and with his said wife, that it shall and may be lawful for her, at all times hereafter, to live separate and apart from him; and that he shall and will allow and permit her to reside and be in such place and places, and in such family and families, and with such relations, friends, and other persons, and to follow and carry on such trade or business, as she may from time to time choose or think fit to do; and he shall and will not at any time compel her to live with him, or molest, disturb, or trouble her for living separate and apart from him, nor sue, molest, or trouble any other person whomsoever for receiving, entertaining, or harboring her; and that he will not, without her consent, visit her or knowingly enter any house or place where she shall dwell, reside, or be; nor shall or will, at any time hereafter, claim or demand any of her money, jewels, plate, clothing, household goods, furniture, or stock in trade, which she now hath in her power, custody, or possession, or procure, or which shall be devised or given to her, or that she may otherwise acquire; and that she shall and may enjoy and absolutely dispose of the same, as if she were a *feme sole* and not

married; and further, that said party of the first part shall and will well and truly pay or cause to be paid unto her, his said wife, for and towards her better support and maintenance, the yearly sum of five hundred dollars, free and clear of all charges and deductions whatever, for and during her natural life, upon the first days of April and October in each and every year during her natural life. And the said trustee, in consideration of the sum of one dollar to him duly paid, doth covenant and agree to and with the said party of the first part to indemnify and bear him harmless of and from all debts of his said wife, contracted, or that may hereafter be contracted, by her or on her account; and if the said party of the first part shall be compelled to pay any such debt or debts, the said trustee hereby agrees to repay the same on demand to the said party of the first part, with all damage and loss that he may sustain thereby.

In testimony whereof, the said parties have hereunto set their hands and seals, the day and year aforesaid.

Signed, sealed, and delivered	}	ELIAS ELLIS,	[SEAL.]
in presence of		SARAH ELLIS,	[SEAL.]
S. M. WOODCOCK,		ALLEN ALTON.	[SEAL.]
A. V. DIVELY.			

(35.) *Contract for Hire of Chattel and Right of Purchase.*

This agreement, made and entered into the first day of April, A. D. 1885, between Henry Parker, of the city of Altoona, county of Blair, and State of Pennsylvania, of the first part, and William Wilson, of the borough of Tyrone, county of Blair, and State aforesaid, of the other part, witnesseth: That the said party of the first part, in consideration of the rents, compensation, covenants, and conditions hereinafter named and recited, has this day let and leased unto the said party of the second part, all and singular, the following goods, chattels, and personal property, to wit: (here give description), for and during the term of twelve months from the date hereof. And the said party of the second part, in consideration of the use and possession of the said (naming article or articles), during the term aforesaid, agrees to pay as rent, without demand, the sum of six hundred dollars, in manner following, to wit, the sum of one hundred dollars in cash, immediately upon the execution of these presents and the delivery of the aforesaid (naming article or articles), and the sum of forty-one dollars and sixty-six

and two-third cents (\$41.<sup>66</sup>/<sub>100</sub> <sup>3</sup>/<sub>4</sub>) upon the first day of each and every month following the date of these presents, with legal interest upon each payment from the date hereof; the said money as the same falls due, with its interest, to be forwarded to the said party of the first part, if not paid in person, either by money order, registered letter, express, certified check or draft, and to be sent wholly at the risk of the said party of the second part.

And the said party of the second part hereby acknowledges to have received the said (naming article or articles) in good order and condition, and that at the end of the term aforesaid, or upon the termination of this lease, as hereinafter provided, he will redeliver the said (naming article or articles) into the possession of the said party of the first part in as good condition as when he received the same, ordinary wear and depreciation by use alone excepted; and that he, the said party of the second part, shall and will, within ten days from the date hereof, at his own expense, insure the said (naming article or articles) for the term aforesaid, and for at least two-thirds the value of the said (naming article or articles) in a good and responsible fire insurance company, which said policy shall be taken in the name of the said party of the first part, and forthwith forwarded to him; and further, that in case the said party of the second part shall fail or neglect to insure the property as aforesaid, then and in that case it is agreed that the same may be insured by the said party of the first part should he see fit, and the costs, charges, and expenses thereof shall be chargeable to the said party of the second part, and become due and payable with the first monthly instalment of rent aforesaid, of which it is hereby made a part, and collectable as the said first instalment of rent is collectable by the terms hereof in case of a default in the payment thereof.

It is further agreed by the said party of the second part that he will not assign this lease, nor underlet the said (naming article or articles) to any person or persons whomsoever, nor remove or permit the same to be removed from his present place of business without the written consent of the said party of the first part had and obtained; and that in case and by virtue of any writ of execution issuing upon any judgment now in force or hereafter and during the continuance of the term aforesaid, to be obtained against the said party of the second part, any levy should be made upon the said (naming article or articles) as being the property of the said party of the second part, he will forthwith and in the most direct

and expeditious manner, notify the said party of the first part of such fact, and will in the mean time take such legal steps as are best calculated, in the opinion of legal counsel, to protect the interests of the said party of the first part.

And it is further understood and agreed, that in case the said party of the second part shall neglect or fail to pay the said rent or any part thereof on the day the same shall become due and payable under the terms hereof, or if default be made in any of the conditions or agreements herein contained, by the said party of the second part to be kept and performed, then this bailment or lease shall, by virtue of this express stipulation therein, expire and terminate; and the said party of the first part, in lieu and aside from the remedies given him by law for obtaining possession of the said (naming article or articles), may at any time thereafter enter in and upon the premises where said property is kept, stored, or in use, and the same have and possess as of his former estate, using such force as may be necessary therein, and any and all payments of rents which shall have been made by the said party of the second part prior to such default or breach as aforesaid, shall be forfeited to the said party of the first part; and the said party of the second part hereby waives any right of action for trespass, damages, or other causes which he might or could have, or supposing himself to have, against the said party of the first part, or his agents, or any one by his authority, for entering upon the premises, or entering upon and removing the said property as aforesaid; and it is further distinctly understood and agreed, that the extension of any one of said payments, or the waiver of the breach of any of the said conditions under this agreement, shall not in any manner impair or forfeit the rights of the said party of the first part to proceed as hereinbefore provided for any subsequent default or breach thereof.

And it is further understood and agreed, that the said party of the second part, by paying without default the said rent, and keeping and performing all the said covenants and conditions, as hereinbefore provided, shall at any time during the said term have the privilege of purchasing the said (name article or articles) for the said sum of six hundred dollars, first giving the said party of the first part ten days' notice of his intention so to do; and the amount theretofore paid by the said party of the second part as rent, shall be allowed and be applied as a credit upon and in liquidation of the said purchase price, and upon the payment of such balance the said

party of the first part hereby agrees to execute and deliver unto the said party of the second part, a good and sufficient bill of sale of the said (naming article or articles), it being expressly understood, however, that the property in the said (naming article or articles), and the title to the same, remains in the said party of the first part, subject to be divested only by the exercise of the privilege of purchase on the part of the said party of the second part, as hereinbefore provided.

In witness whereof, the said parties to these presents have hereunto set their hands and seals, the day and year aforesaid.

Executed and delivered	}	HENRY PARKER, [SEAL.]
in presence of		WILLIAM WILSON. [SEAL.]
MOSES MASTERS,		
PETER PINCH.		

NOTE.—Agreements of this character (and the two following), while perfectly valid between the original parties, are viewed with deep suspicion by the Courts of this State when the contract affects the rights of third and innocent parties, and the tendency is to construe the same to be *Conditional Sales*, and void as against the creditors of the lessee (or vendee), unless, apart from the terms of the agreement, a *bona fide* bailment is intended by the parties. No matter what the devise, *i. e.*, the agreement, may be, if the object of the parties is merely to preserve a lien in the lessor as against the creditors of the lessee, the contract is void. See *Euwer v. Van Giesen*, 6 W. N. C. 363; *Stadtfelt v. Huntzman*, 11 Norris, 57; *Krause v. Com.*, 12 Ibid. 420; *Thompson v. Paret*, 13 Ibid. 280; *Brunswick & Balke Co. v. Hoover*, 14 Ibid. 508.

(36.) *Another Contract for Hire of Chattel with Right of Purchase.*

This certifies, that A. B., of ———, has, this ——— day of ———, 18—, hired to use, of C. D., of ———, (naming article) on the following terms and conditions: He agrees to pay into the hands of C. D., ——— dollars, as security money for the good care and safe-keeping of said (article) while in his possession, said amount of security money payable (state how payable). He agrees to pay for the use of said (article) ——— dollars, every month ensuing to date, on the ——— day of each successive month, for ——— months, and ——— dollars, on the ——— day of ———, 18—.

He also agrees to make the said payments at the office of C. D., when due, without notice.

It is distinctly understood and agreed, that should he fail to make any one of said payments at the time specified aforesaid, he

thereby forfeits the said security money paid by him; and that said C. D. may enter upon his premises, or the premises of any other person or persons, where the same may be found, and repossess himself of said (article), without previous notice or demand. He also agrees not to remove said (article) out of his present residence (or as may be), nor sub-let the same, without the written consent of said C. D., upon pain of forfeiture of said security money. And he also further agrees to keep said (article) insured, in the name and for the use and benefit of said C. D., at his own expense, against loss or damage by fire or water. It is also further agreed, that in case default be made in the payment of any one or more of said several instalments of rent when due, the said instalments shall bear interest from the date they severally become due and payable as aforesaid; and in case suit thereof is brought, and judgment obtained against him, he hereby waives the benefit of all laws now in force, or hereafter to be passed, exempting property from levy and sale upon execution.

Should the said A. B. desire, at any time, during the period of renting the same, to purchase said (article), the said C. D. agrees to then sell the same to the said A. B., upon paying him, the said C. D., the sum of ——— dollars, which shall include said security money, and money paid as rent up to that date.

In witness whereof, &c.

*(37.) Another Contract for Hire of Chattel; Bill of Sale to be made upon Compliance with Terms of Contract.*

This agreement, made and concluded the ——— day of ———, between A. B., of ———, of the first part, and C. D., of ———, of the second part, witnesseth: That the said party of the first part, for and in consideration of the sum ——— dollars, to him in hand paid by the said party of the second part, hath this day let and demised unto the said party of the second part a certain (here describe or name the article or articles) valued at ——— dollars, for the term of one month from the date hereof, with the understanding that the said (naming article or articles) may be kept on hire from month to month on the payment of ——— dollars on the ——— day of each and every month, in advance, for the use and hire of the same, and that the said party of the second part agrees to keep the same in good order, save reasonable wear, and not to remove the said (naming article or articles) from his present place

of business (or as may be), nor suffer under any pretence whatever any other person or persons to have the use, custody, or control of the same, without the written order and consent of the said party of the first part first had and obtained for that purpose, and to pay unto the said party of the first part ——— dollars per month, on the ——— day of each and every month hereafter for the use and hire of the same; and in default of any such payment, to redeliver the said (naming article or articles) to the said party of the first part within ——— days after such payment shall have become due as aforesaid, or permit the said party of the first part or any other person for that purpose appointed, to enter into and upon any premises or place where the said (naming article or articles) may then be, and without let or hindrance remove the same; and in the event of such non-payment, or of the removal of the said (naming article or articles) from the place of business (or as may be) of the said party of the second part, without the written consent of the said party of the first part first had and obtained as aforesaid, authority is hereby fully given the said party of the first part, or any one by him for that purpose appointed, to take or cause to be taken forcible possession of the said (naming article or articles), hereby releasing all errors in and about the same.

And the said party of the first part, in consideration of the premises, covenants with the said party of the second part, that upon the prompt and full payment of the monthly hire of ——— dollars as aforesaid for ——— consecutive months to make a bill of sale for the said (naming article or articles) to the said party of the second part without any further charge or charges therefor; and it is further hereby mutually understood and agreed, that nothing herein contained shall be deemed or construed to give to the said party of the second part any title or property whatever in the said (naming article or articles), except the full and entire payment of all the monthly payments as aforesaid, nor until such bill of sale shall have been executed and delivered.

In witness whereof, &c.

## CORONER.

THE CORONER is an officer whose principal duty consists in holding an inquisition, with the assistance of a jury, over the body of any one who may have died, or is suspected to have died a violent death.

His general duties are clearly defined in the several Acts of Assembly under title of "Sheriffs and Coroners." *Purd.* p. 1304.

By Act of Assembly of May twenty-seventh, 1841, Justices of the Peace are empowered under certain circumstances to hold inquests on dead bodies.

(1.) *Precept to Summon a Jury.*

The Commonwealth of Pennsylvania to H. Al. McGraw, Constable of the Township of Logan and County of Blair.

We command you, immediately upon sight hereof, to summon and warn six good and lawful men, of Blair County aforesaid, whose names are hereunto annexed, to be and appear before William H. Glenn, Esquire, Coroner of the said county, at the village of Millville, in said township of Logan, in said county of Blair, at one o'clock of the afternoon of this day; then and there to inquire of, do, and execute all things as in our behalf shall be lawfully given them in charge, touching the death of Walter Wampler. And be you then and there to certify what you shall have done in the premises, and further to do and execute what in our behalf shall be then and there enjoined you.

Given under the hand and seal of our said Coroner, at the city of Altoona, county of Blair, and State of Pennsylvania, this twelfth day of March, A. D. 1885.

WILLIAM H. GLENN, [SEAL.]  
Coroner.

NOTE.—The Coroner (or Justice) may call together a jury without such precept.

(For Oaths and Affirmations of Jurors and Witnesses, see AFFIDAVITS AND OATHS.)

(2.) *Inquisition on One who has died a Natural Death.*

Commonwealth of Pennsylvania, }  
Blair County. } ss.

An inquisition indented and taken in the village of Millville in said county of Blair on the twelfth day of March, A. D. one thousand eight hundred and eighty-five, before me, William H.



Glenn, Coroner of the county aforesaid, upon the view of the body of Walter Wampler, then and there lying dead, upon the oaths of A. B., &c., and solemn affirmations of G. H., &c., good and lawful men of the county aforesaid; who, being severally duly sworn or affirmed to inquire, on the part of the Commonwealth, when, where, and how, and after what manner the said Walter Wampler came to his death, do say upon their oaths and affirmations, that the said [\*] Walter Wampler, on the eleventh day of March, A. D. 1885, in the village of Millville aforesaid, was found dead; that no marks of violence were found about his body, and nothing to indicate that he died in any other than a natural way. We, therefore, find that the said Walter Wampler died by the visitation of God in a natural way, and not otherwise.

In witness whereof, as well the aforesaid Coroner as the jurors aforesaid have to this inquisition put their hands and seals, on the day and year and at the place first above mentioned.

WILLIAM H. GLENN, [SEAL.]

Coroner.

A. B., &c., [SEAL.]

Jurors.

(3.) *On One Drowned by Accident.*

(As in Inquisition in Natural Death, to \*) A. B., on the ——— day of ———, in the year aforesaid, at ———, and in the county aforesaid, going into the creek known as ———, there to bathe himself (or as may be), it so happened, that accidentally, casually, and by misfortune, he, the said A. B., was in the water of the said creek then and there suffocated and drowned; of which said suffocation and drowning, he, the said A. B., then and there instantly died; and so the jurors aforesaid do say, and the said A. B., in manner and by the means aforesaid, accidentally, casually, and by misfortune, came to his death, and not otherwise.

In witness, &c.

(4.) *On One who has Drowned Himself.*

(As in Inquisition in Natural Death, to \*) A. B., on the ——— day of ———, in the year aforesaid, at ———, in the county aforesaid, then and there being alone, in a river, there called ———, himself voluntarily and feloniously drowned; and so the jurors aforesaid, upon their oath aforesaid, say, that the aforesaid A. B., in manner and form aforesaid, then and there himself voluntarily

and feloniously, as a felon of himself, killed and murdered, against the peace and dignity of the Commonwealth of Pennsylvania.

In witness whereof, &c.

(5.) *On One Murdered by Persons Unknown.*

(As in Inquisition in Natural Death, to \*) certain person unknown, &c. (here fully describe the circumstances of the case as known, and add), and the said jurors, upon their oath and affirmation aforesaid, further say, that the said person unknown, after he had committed the said felony and murder, in the manner aforesaid, did flee away, against the peace and dignity of the Commonwealth of Pennsylvania.

In witness, &c.

(6.) *On One who has Hanged Himself.*

(As in Inquisition on one who has died a Natural Death, to \*) A. B., at ——— aforesaid, *being in a certain room in his dwelling-house* (these words, and those which follow, in italic, should be varied according to the facts of the case), at ——— aforesaid, then and there *alone*, with a certain *hempen cord*, which he then and there had and held in his hands, and one end thereof then and there put about his neck, and the other end thereof tied about *a certain beam in the ceiling of said room*, himself then and there, with the *cord aforesaid*, voluntarily and feloniously and of his malice aforethought, *hanged and suffocated*; and so the jurors aforesaid, upon their oath and affirmation aforesaid, say, that the said A. B. then and there, in manner and form aforesaid, as a felon of himself, feloniously, voluntarily, and of his malice aforethought, himself killed, strangled, and murdered, against the peace and dignity of the Commonwealth of Pennsylvania.

In witness, &c.

(7.) *On One who has Cut his Throat.*

(As in Inquisition in Natural Death, to \*) A. B., at ——— aforesaid, in the county aforesaid, in and upon himself, feloniously, voluntarily, and of his malice aforethought, made an assault; and that the aforesaid A. B., then and there with a certain *knife* (this word and those which follow, in italic, should be varied according to the facts of the case), which he, the said A. B., then and there held, himself upon his throat then and there feloniously, voluntarily,

and of his malice aforethought did strike, and gave to himself then and there with the *knife* aforesaid, upon his throat aforesaid, *one* mortal wound, of which said mortal wound the said A. B., at ——— aforesaid, in the county aforesaid, *languished, and languishing lived from the said ——— day of ———, in the year, &c., aforesaid, to the ——— day of ———, and that the said A. B., on the ——— day of ——— aforesaid, in the year, &c., aforesaid, at ——— aforesaid, in the county aforesaid, of that mortal wound died; and so the jurors aforesaid, upon their oath aforesaid, say, that the said A. B. then and there, in manner aforesaid, as a felon of himself, feloniously, voluntarily, and of his malice aforethought, himself killed and murdered, against the peace and dignity of the Commonwealth of Pennsylvania.*

In witness, &c.

(8.) *On One who has been Murdered.*

(As in Inquisition in Natural Death, to \*) A. M., late of ——— aforesaid (words following, printed in italic, should be varied according to the facts of the case), on the ——— day of ———, in the year of our Lord one thousand eight hundred and ———, at the ——— hour in the *night of the same day*, with force and arms, at ———, in the county aforesaid, in and upon the aforesaid A. D., then and there being in the peace of God and of the said Commonwealth, feloniously, violently, and of his malice aforethought, made an assault; and that the aforesaid A. M. then and there, with a certain *sword*, which he, the said A. M., then and there held in his *right* hand, the aforesaid A. D. then and there violently, feloniously, voluntarily, and of his malice aforethought, *struck and pierced*, and gave to the said A. D., then and there, with *sword* aforesaid, *one* mortal wound, *of the breadth of half an inch, and of the depth of three inches*, of which said mortal wound the aforesaid A. D. then and there *insiantly* died; so the said A. M. then and there feloniously killed and murdered the said A. D., against the peace and dignity of the Commonwealth of Pennsylvania.

In witness, &c.

## CORPORATIONS.

A CORPORATION is a franchise possessed by one or more individuals, who subsist as a body politic under a special denomination, and are vested, by the policy of the law, with the capacity of perpetual succession, and of acting in several respects, however numerous the association may be, as a single individual. Kent.

In Pennsylvania, prior to the adoption of the Constitution of 1873, corporations were chartered as well by special as by general Act of Assembly. By Section Seventh, Article Third of the Constitution, adopted December 16, 1873, it is enacted that "the General Assembly shall not pass any local or special law . . . creating corporations; or amending, renewing, or extending the charters thereof;" and from which Constitutional prohibition arose the Act of Assembly approved April 29, 1874, entitled "An Act to provide for the incorporation and regulation of certain corporations," and known as "The Corporation Act of 1874," as well as certain other General Acts of Assembly regulating the creation of corporations not provided for in the Act above named, and of supplements supplying deficiencies, in that and other Acts relative to the subject. The Act of April 29, 1874, provides for the formation of two classes of corporations, viz: "First Class, corporations not for profit;" and "Second Class, corporations for profit." The purposes for which corporations of the first class can be formed are divided into ten sub-divisions, increased by a supplement to said Act approved April 17, 1876, to twelve. They are chartered by the Law Judge of the respective county in which application is made under conditions clearly defined in the said Act and its supplements. The purposes for which corporations of the second class can be formed by Act of April 29, 1874, are divided into twenty sub-divisions, and increased by the supplement above-named to twenty-four. They are chartered upon application to the State Department under the provisions of the said Act and its supplements. It would be impracticable at this place to refer in any but the most cursory manner to a subject so extended and important. Reference may be had to the several Acts of Assembly thereto; and the very excellent work of M. M. Meredith and N. D. Tate, Esquires, upon the Formation and Regulation of Corporations [published by Allen, Lane & Scott, Philadelphia] is especially commended to the attention of the profession; and upon which work we have drawn for many of the forms in Corporations of the Second Class, under this title.

## CORPORATIONS OF THE FIRST CLASS.

(Act 29 April, 1874.)

## GENERAL FORM OF APPLICATION FOR CHARTER OF INCORPORATION.

(1.) *Advertisement.*

Notice is hereby given that an application will be made to the Court of Common Pleas of ——— County on the ——— day of ——— next, at ——— o'clock in the ——— noon, under Act of Assembly entitled "An Act to provide for the incorporation and

regulation of certain corporations," approved April 29, 1874, and the supplements thereto, by (here insert the names of five subscribers) for the charter of an intended corporation to be called (here give intended name of same), the character and object of which is (here state the same), and for these purposes to have, possess, and enjoy all the rights, benefits, and privileges conferred by the Act of Assembly aforesaid, and its supplements.

A. B.,  
Solicitor.

(Date.)

(2.) *Certificate of Incorporation.*

To the Honorable the Judges, &c.

The undersigned, all of whom (or as may be) are citizens of Pennsylvania, have associated themselves together for the purpose of (here state the object), and being desirous of becoming incorporated agreeably to the provisions of the Act of Assembly, entitled "An Act to provide for the incorporation and regulation of certain corporations," approved April 29, 1874, and the supplements thereto, do hereby certify.

I. The name of the proposed corporation is ———.

II. The said corporation is formed for the purpose of ———.

III. The business of the said corporation is to be transacted at ———.

IV. The said corporation is to exist perpetually (or ——— years).

V. The names and residences of the subscribers (if a stock company, add, "and the number of shares subscribed by each") are as follows:—

Name.	Residence.	No. of Shares.
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VI. The said corporation is to be managed by a Board of Trustees (or Directors), consisting of ——— members, and the names and residences of those chosen as such for the first year are:

Name.	Residence.
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VII. The said corporation has no capital stock (or "the amount of the capital stock of said corporation is ——— dollars").

Witness our hands and seals the ——— day of ———, A. D. 18—.

A. B., [SEAL.]

C. D., [SEAL.]

&c.

(8.) *Acknowledgment of Subscribers.*

\_\_\_\_\_ County, ss.

Personally appeared before me, the Recorder of Deeds, in and for \_\_\_\_\_ County aforesaid, A. B., C. D., and E. F., all of whom are subscribers to the above and foregoing Certificate of Incorporation, and in due form of law severally acknowledged the same to be their act and deed.

Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_,  
A. D. 18—. Z. Z., [SEAL.]

Recorder.

Filed \_\_\_\_\_, A. D. 18—.

\_\_\_\_\_, Prothonotary.

(4.) *Proof of Publication of Notice and Citizenship.*

[Copy of Notice.]

[Copy of Notice.]

\_\_\_\_\_ County, ss.

Personally appeared before me, a (title of officer), residing in and for the said county, John Jones, who, being duly sworn (or affirmed), says that the above advertisement has been published for three weeks in the \_\_\_\_\_ and \_\_\_\_\_, two newspapers of general circulation, printed and published in \_\_\_\_\_ County aforesaid; and further that three of the subscribers to said charter herewith presented, viz., A. B., C. D., and E. F., are citizens of Pennsylvania.

JOHN JONES.

Subscribed and sworn (or affirmed) to, &c.

(Name, title, and seal of office.)

(5.) *Decree of Court.*

(To be endorsed on Certificate.)

And now \_\_\_\_\_, A. D. 18—, the within certificate of incorporation having remained on file in the office of the Prothonotary of this Court since the \_\_\_\_\_ day of \_\_\_\_\_ last, being the day on which publication of notice of intended application was first made, as appears by the record, and due proof of said publication having been made, I do hereby certify that I have examined said instrument, and find the same to be in proper form, and within the purposes named in the first class of corporations specified in Section 2, of Act of Assembly of April 29, 1874, and that said purposes are lawful and not injurious to the community. It is, therefore,

ordered and decreed that the said charter be and the same is hereby approved, and upon the recording of the same, and its endorsements and this order in the office of the Recorder of Deeds in and for the county of ———, the subscribers thereto and their associates shall thenceforth be a corporation for the purposes, and upon the terms, and under the name therein stated. PER CURIAM.

Attest:

[SEAL.] ———,   
 Prothonotary.

(6.) *Petition for Amendment to Charter. Act 29 April, 1874.*

To the Honorable the Judges of the Court of Common Pleas of  
——— County.

The petition of (naming corporation) respectfully represents: That they are an association incorporated under and by virtue of the laws of this Commonwealth on the ——— day of ———, A. D. 18—, by (state authority) for the purpose of (state object).

That their said association is embraced within those corporations specified in Section Second, first class, of Act of Assembly, approved the 29th day of April, A. D. 1874, entitled "An Act to provide for the incorporation and regulation of certain corporations."

That pursuant to the provisions of the Act of Assembly aforesaid, and its supplements, they are desirous of improving, amending, and altering the articles and conditions of their charter as originally granted and as it now stands, and at a meeting of the said corporation, regularly and duly convened and held on the ——— day of ———, A. D. 18—, the following improvements, amendments, and alterations were adopted (here specify the same).

Your petitioners, therefore, pray this Honorable Court to order and decree that the aforesaid improvements, amendments, and alterations may be made and considered a part of the charter of the said (naming corporation), and they will, &c.

In witness whereof, the corporate seal of the said (naming corporation) has been hereto affixed, duly attested this ——— day of ———, A. D. 18—. A. B.,

[SEAL.]

Attest:

C. D.,

Secretary of (naming corporation).

President  
of (naming corporation).

(7.) *Acknowledgment.*

State of Pennsylvania, }  
 County of ———, } ss.

Be it known, that on the ——— day of ———, A.D. one thousand eight hundred and ———, before me, the Recorder of Deeds in and for the county aforesaid, personally appeared A. B., President, and C. D., Secretary, of the above-named corporation, who, being duly sworn, depose and say that they were personally present at the execution of the above-written certificate, and saw the common seal of the said (naming corporation) duly affixed thereto, and that the seal so affixed thereto is the common and corporate seal of the said (naming corporation), and that the above-written instrument or certificate was duly signed, sealed, and delivered by and as and for the act and deed of the said (naming corporation) for the uses and purposes therein mentioned; and that the names of these deponents, subscribed to the said certificate as the President and Secretary of the said (naming corporation) in attestation of the execution and delivery of the said certificate, are of these deponents' own proper and respective handwriting.

A. B.,

C. D.

Subscribed and sworn (or affirmed) to before me, the day and year above written.

E. F., [SEAL.]

Recorder.

(8.) *Interlocutory Decree.*

(Endorsed on Petition.)

And now, ———, 18—, the within petition read and considered, and it appearing to the Court that the improvements, amendments, and alterations as therein prayed for are lawful and beneficial, and do not conflict with the requirements of the Act of Assembly of April 29, 1874, entitled "An Act to provide for the incorporation and regulation of certain corporations," and its supplements, or with the Constitution of this Commonwealth, it is hereby ordered and decreed that notice of the presentation thereof shall be given as provided in the Third Section of the aforesaid Act of Assembly.

Attest:

PER CURIAM.

[SEAL.] ———, ———,  
 Prothonotary.



(9.) *Advertisement.*

Notice is hereby given that the (naming corporation) presented to the Court of Common Pleas of ——— County, Pennsylvania, their petition praying the said Court to grant, under the provisions of the Act of Assembly approved the 29th day of April, 1874, entitled “An Act to provide for the incorporation and regulation of certain corporations” and its supplements, certain amendments to the original charter of the said (naming corporation), upon which petition an interlocutory decree has been made as prayed for, and that an application will be made to the said Court on the ——— day of ———, 18—, at ——— o’clock —. M., for a final decree in the premises.

A. B.,  
Solicitor.

(10.) *Final Decree.*

In the Court of Common Pleas of ——— County.

In the matter of the petition of (naming corporation) for an amendment to the original charter of said corporation.

And now, ———, 18—, the petition of the said (naming corporation), having been presented to this Court, accompanied by due proof of publication of notice of the intended application for a final decree thereon, it is ordered and decreed that upon the recording of the same, the improvements, amendments, and alterations, as specified in said petition, shall be deemed and taken to be part of the charter of the said corporation.

PER CURIAM.

Attest:

[SEAL.] ———,  
Prothonotary.

(11.) *Application for Church Charter.*

To the Honorable the Judges, &c.

The undersigned, all of whom (or as may be) are citizens of Pennsylvania, having associated themselves together for the purpose of the support of public worship, and desiring that they may be incorporated according to law, do hereby declare:

I. The name of the proposed corporation is ———.

II. The purpose of the said corporation is the support of the public worship of Almighty God, according to the Constitution, canons, discipline, doctrine, faith, government, and forms of (naming church), which it hereby accedes to, recognizes, and adopts.

III. The business of the said corporation is to be transacted at ———.

IV. The said corporation is to exist perpetually.

V. The number of trustees (or directors) of said corporation is fixed at ———, a majority of whom shall be lay members, and the names and residences of those who are chosen trustees (or directors) for the first year, are—

Name.

Residence.

VI. The yearly income of the said corporation, other than that derived from real estate, shall not exceed the sum of ——— dollars.

VII. Any estate, real or personal, which may be bequeathed, devised, or conveyed to said corporation, shall be taken and held to enure to it, subject to the control and disposition of the lay members thereof, or such constituted officers or representatives thereof as shall be composed of a majority of lay members.

Witness our hands and seals, &c.

NOTE.—Acknowledgment of Subscribers, Proof of Publication and Citizenship, and Decree of Court, as in *General Form of Application for Charter of Incorporation*.

#### CORPORATION OF THE SECOND CLASS.

(Act 29 April, 1874.)

#### GENERAL FORM OF APPLICATION FOR CHARTER OF INCORPORATION.

##### (12.) *Advertisement.*

Notice is hereby given that an application will be made to the Governor of Pennsylvania on the ——— day of ———, 18—, by (here insert the names of the five subscribers), under the Act of Assembly approved April 29, 1874, entitled "An Act to provide for the incorporation and regulation of certain corporations," and the supplements thereto, for the charter of an intended corporation to be called (here give the title), the character and object of which are (here give the purposes), and for these purposes to have, possess, and enjoy all the rights, benefits, and privileges of said Act of Assembly and supplements thereto.

A. B.,  
Solicitor.

##### (13.) *Form of Certificate of Organization.*

To His Excellency, &c., Governor of Pennsylvania.

SIR: In compliance with the requirements of an Act of the General Assembly of the Commonwealth of Pennsylvania, entitled

"An Act to provide for the incorporation and regulation of certain corporations," approved the 29th day of April, A. D. 1874, the undersigned, \_\_\_\_\_ of whom are citizens of Pennsylvania, having associated themselves together for the purpose of \_\_\_\_\_, and desiring that they may be incorporated, and that letters patent may issue to them and their successors according to law, do hereby certify:

1. The name of the proposed corporation is \_\_\_\_\_.
2. Said corporation is formed for the purpose of \_\_\_\_\_.
3. The business of said corporation is to be transacted in \_\_\_\_\_.
4. Said corporation is to exist for the term of \_\_\_\_\_ years.
5. The names and residences of the subscribers, and the number of shares subscribed by each are as follows:—

Name.	Residence.	No. of Shares.
-------	------------	----------------

6. The number of directors of said corporation is fixed at \_\_\_\_\_, and the names and residences of the directors who are chosen directors for the first year are as follows:—

Name.	Residence.
-------	------------

7. The amount of the capital stock of said corporation is \$\_\_\_\_\_, divided into \_\_\_\_\_ shares of the par value of \$\_\_\_\_\_, and \$\_\_\_\_\_, being ten per centum of the capital stock, has been paid in cash to the treasurer of the said corporation, whose name and residence are \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_, [SEAL.]

\_\_\_\_\_, [SEAL.]

\_\_\_\_\_, [SEAL.]

\_\_\_\_\_, [SEAL.]

\_\_\_\_\_, [SEAL.]

(14.) *Acknowledgment of Subscribers.*

State of Pennsylvania, }  
County of \_\_\_\_\_, } ss.

Before me, the Recorder of Deeds in and for the county aforesaid, personally came the above-named (at least three of the subscribers), who in due form of law acknowledged the foregoing instrument to be their act and deed for the purposes therein specified.

Witness my hand and seal of office, the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—.

X. X., [SEAL.]  
Recorder.

(15.) *Affidavit of Subscribers.*

State of Pennsylvania, }  
 County of ———, } ss.

Personally appeared before me this ——— day of ———,  
 A. D. 18—, who, being duly sworn according to law, depose and  
 say that the statements contained in the foregoing instrument are  
 true.

A. B.,  
 C. D.,  
 E. F.

Sworn and subscribed before me this ——— day of ———,  
 A. D. 18—.

X. X.,  
 Recorder.

(16.) *Affidavit of Publication of Notice.*

[Copy of Notice here.]

[Copy of Notice here.]

State of Pennsylvania, }  
 County of ———, } ss.

A. B., being duly sworn, doth depose and say: That he is one of  
 the corporators of the (naming corporation).

That a notice, of which the above are copies, was published in  
 the ——— and the ———, both newspapers of general circulation,  
 printed and published in the county of ———, State of Pennsyl-  
 vania.

That said notice was published, to wit:

In the ——— on the ——— days of ———, 18—.

In the ——— on the ——— days of ———, 18—.

A. B.

Sworn and subscribed to before me, this ——— day of ———,  
 18—.

(Name, title, and seal of officer.)

(17.) *Application for Charter for a Telegraph Company.*

(As in Form No. 13 to and including article second, then:)

3. The general route of the line of telegraph is as follows:

4. The points to be connected are ———.

(Close as in Form No. 13.)

(18.) *Application for Charter for Telegraph Company, &c.,  
under Article VI½.*

(As in Form No. 13 to and including article second, then:)

3. The counties in this State wherein it is proposed to carry on business are ———.

4. The Corporation also proposes to carry on business in the States of ———.

Or,

4. The business of the Corporation will be carried on wholly within the State of Pennsylvania.

FORMS DESIGNATING THE PURPOSES FOR WHICH THE CORPORATION IS  
INTENDED; TO BE USED AS CLAUSE 2D IN THE CHARTER OR CERTI-  
FICATE OF ORGANIZATION.

(19.) *Building of Ships. Act 29th April, 1874.*

Said corporation is formed for the purpose of the building of ships, vessels, or boats, and carriage of persons and property thereon.

(20.) *Natural Gas Company. Act 29th April, 1874.*

Said corporation is formed for the purpose of supplying light, heat, and power by means of natural gas to the public at the ———, of ———, and to persons, partnerships, and associations residing therein and adjacent thereto as may desire the same.

(21.) *Electric Light Company.*

Same as above, only in place of "natural gas" insert "electricity."

(22.) *Gas Company (exclusive).*

Said corporation is formed for the purpose of manufacturing and supplying gas to the public at the borough of ———, or township of ———, and to persons, partnerships, and associations residing therein and adjacent thereto as may desire the same.

(23.) *Ice Company. Act 29th April, 1874.*

Said corporation is formed for the purpose of supplying ice to the public.

(24.) *Water Company (exclusive). Act 29th April, 1874.*

Said corporation is formed for the purpose of supplying water for the public at the borough of ———, or township of ———, and to persons, partnerships, and associations residing therein and adjacent thereto as may desire the same.

(25.) *Printing and Publishing Company.*

Said corporation is formed for the purpose of the transaction of a printing and publishing business.

(26.) *Manufacturing Company. Act 29th April, 1874.*

Said corporation is formed for the purpose of the manufacture of iron or steel or both, or of any other metal or article of commerce from metal, wood, or both.

(27.) *Wharf Company. Act 17th April, 1876.*

Said corporation is formed for the purpose of constructing and maintaining a wharf for public or private use, at ———, on the ——— river, in the county of ———. Said wharf is located at a distance of at least ——— feet from any other incorporated wharf.

(28.) *Bridge or Ferry. Act 29th April, 1874.*

Said corporation is formed for the purpose of erecting, constructing, and maintaining a bridge (or ferry) and approaches thereto, over the ——— river, from a point at or near ———, in the county of ———, to a point on the opposite side of said river, in the county of ———. The location of said bridge (or ferry) being more than three thousand feet from any other incorporated bridge or ferry over said stream.

(29.) *Road Company. Act 29th April, 1874.*

Said corporation is formed for the purpose of building and maintaining an artificial road or turnpike of (stone, gravel, and earth), from a point at or near ———, in the county of ———, to a point at or near ———, in the county of ———, a distance of ——— miles, all of said road being located in the county (or counties) of ———.

(30.) *Real Estate Companies. Act 29th April, 1874. See Act 17th April, 1876.*

Said corporation is formed for the purpose of the purchase and sale of real estate, or for holding, leasing, and selling real estate, for maintaining or erecting walls or banks for the protection of low lying lands (or of forming, and exercising, and enjoying the rights of a safe deposit company in ———).

(31.) *Patent Rights. Act 29th April, 1874.*

Said corporation is formed for the purpose of creating, purchasing, holding, and selling patent rights for inventions and designs, with the right to issue license for the same and receive pay therefor.

(32.) *Hotel Company, &c. Act 29th April, 1874.*

Said corporation is formed for the purpose of establishing and maintaining an hotel (or hotel and drove-yard), (or boarding-house, &c.), (or opera house), (or market house), (or livery and boarding stable), in (here give location).

(33.) *Traction Motor Companies. Act of June 13th, 1883.*

Said corporation is formed for the purpose of constructing and operating motors and cables and the necessary apparatus and mechanical fixtures for applying and operating the same, and of contracting with railway companies for constructing such cable, motors, and appliances, and for the traction of their cars by means thereof.

(34.) *Observatory Company. Act April 17th, 1876.*

Said corporation is formed for the purpose of the construction, erection, and maintenance of an observatory at (or in the) ———, in the county of ———, for public use or scientific purposes.

(35.) *Pipe Line Companies. Act June 2d, 1883.*

Said corporation is formed for the purpose of transporting, storing, insuring, and shipping petroleum, and for that purpose to lay down, construct, and maintain pipes, tubing, tanks, offices, and such other machinery, devices, or arrangements as may be necessary to fully carry out that right; and also with the right to enter upon, take, and occupy such land and other property as may be requisite for the purpose of such corporations.

(36.) *Stage and Omnibus Lines. Act April 17th, 1876.*

Said corporation is formed for the purpose of forming and operating a line of stages or omnibuses.

(37.) *Boom Company. Act of June 22d, 1883.*

Said corporation is formed for the purposes of the construction of dams and the driving and floating of saw logs, timber, and lumber on the ———, in the county of ———, a stream not exceeding twenty miles in length, with the right to purchase dams and erect new dams on said stream, and clear out, straighten, deepen, crib, and widen the same

(38.) *Incline Plane Company. Act April 17th, 1876.*

Said corporation is formed for the purpose of erecting, maintaining, and operating an incline plane in the ——— of ———, county of ———, from a point at ——— to a point at ———, for carrying, conveying, and transporting passengers and freight.

(39.) *Application for Amendment to Charter.*

To His Excellency, &c., Governor of Pennsylvania.

SIR: In compliance with the authority and requirements of an Act of the General Assembly of the Commonwealth of Pennsylvania, entitled "A supplement to an Act entitled an Act to provide for the incorporation and regulation of certain corporations," approved April 29, 1874, providing for the improvement, amendment, and alteration of the charters of corporations of the second class, and authorizing the incorporation of traction motor companies," approved 13th day of June, A. D. 1883, and known as the Corporation Amendment Act of 1883. The (naming corporation) hereby certifies, under its corporate seal, that it is a corporation created and existing under the corporation Act of 1874, and its supplements, as shown by charter and letters patent, dated the ——— day of ———, A. D. 18—, that the said corporation was formed for the purpose of "———," and said corporation hereby applies for an improvement, amendment, and alteration of its charter, ———. And that the character, purpose, and objects of the improvement, amendment, and alteration to said charter hereby applied for are the following, viz:—

First, ———

Second, ———



In testimony whereof, the said, The (naming corporation) by order of its board of directors, has hereunto affixed its corporate seal, attested by the President of said company, at ———, this ——— day of ———, 18—.

Attest: \_\_\_\_\_,  
President.  
[SEAL.] \_\_\_\_\_,  
Secretary.

NOTE.—The above application must be acknowledged and advertised as in "Form of Certificate of Organization."

(40.) *Form for Rechartering Corporations.*  
*Act 29 April, 1874.*

To His Excellency, &c., Governor of Pennsylvania.

SIR: In compliance with the requirements of an Act of the General Assembly of the Commonwealth of Pennsylvania, entitled "An Act to provide for the incorporation and regulation of certain corporations," approved the 29th day of April, A. D. 1874, ———, the undersigned, ——— of whom are citizens of Pennsylvania, having associated themselves together for the purpose of being rechartered ———, and desiring that they may be incorporated, and that letters patent may issue to them and their successors according to law, do hereby certify:

1. The name of the proposed corporation is ———.
2. Said corporation is formed for the purpose of ———.
3. The business of said corporation is to be transacted in ———.
4. Said corporation is to exist for the term of ——— years.
5. The names and residences of the subscribers, and the number of shares subscribed by each are as follows:—

Name.	Residence.	No. of Shares.
-------	------------	----------------

6. The number of directors of said corporation is fixed at ———, and the names and residences of the directors who are chosen directors for the first year are as follows:—

Name.	Residence.
-------	------------

7. The amount of the capital stock of said corporation is \$———, divided into ——— shares of the par value of \$———, and \$———, being ten per centum of the capital stock, has been paid in cash to the treasurer of said corporation, whose name and residence are ———, ———, ———.

8. It is a renewal of the former charter of the ——— Company, which was incorporated on the ——— day of ———, A. D. 18—,

under and by virtue of an Act of the General Assembly of Pennsylvania, entitled "\_\_\_\_\_."

\_\_\_\_\_, [SEAL.]                      \_\_\_\_\_, [SEAL.]  
 \_\_\_\_\_, [SEAL.]                      \_\_\_\_\_, [SEAL.]  
 \_\_\_\_\_, [SEAL.]

NOTE.—Append "Acknowledgment of Subscribers" and "Affidavit of Subscribers," as in "*Form of Certificate of Organization.*"

(41.) *Certificate.*

To His Excellency, &c., Governor of Pennsylvania.

SIR: In compliance with the requirements of the Act of General Assembly of the Commonwealth of Pennsylvania, approved April 29, 1874, entitled "An Act to provide for the incorporation and regulation of certain corporations," we, \_\_\_\_\_, President, and \_\_\_\_\_, Secretary, of the company, do hereby certify that, at a meeting of the stockholders of said company, held pursuant to due and legal notice, at its principal office in \_\_\_\_\_, on \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, the consent of the persons and bodies corporate holding a majority in interest of such corporation was voted in favor of applying for the recharter of said company.

The financial condition of said company at this date is as follows, viz: \_\_\_\_\_.

Said company, also, at the same time and place, by a vote of its stockholders, expressly accepted the provisions of the Constitution of this State and the General Corporation Act of April 29, 1874, and expressly surrendered all privileges conferred upon such corporation by its original charter that are not enjoyed by corporations of its class under the said Act, or the general laws of this Commonwealth.

Attest: \_\_\_\_\_,  
 [SEAL.] \_\_\_\_\_, President.  
                     Secretary.

(42.) *Form of Acceptance of Constitution and Act of 1874.*  
*Act 29 April, 1874.*

To His Excellency, &c., Governor of Pennsylvania.

The (naming corporation), a corporation of the State of Pennsylvania, incorporated the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, under or by virtue of an Act of Assembly, approved the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, entitled "An Act to \_\_\_\_\_," with its chief place of business in \_\_\_\_\_, county of \_\_\_\_\_, hereby certifies under its common corporate seal:

That at a meeting of the stockholders of said company, held pursuant to due and legal notice, at its office in ———, on the ——— day of ———, A. D. 18—, the following resolutions were adopted:—

Resolved, That this corporation accepts the provisions of the Constitution of the State, adopted December 16, 1873, and the President and Secretary are hereby authorized and directed to make, under the seal of the corporation, and to file in the office of the Secretary of the Commonwealth, the certificate required by law for the purpose aforesaid.

Resolved, That in accordance with the provisions of the Act of 29th of April, 1874, and its supplements, this corporation accepts the provisions of said Act, entitled, "An Act to provide for the incorporation and regulation of certain corporations," and its several supplements, for the purpose of acquiring all the privileges immunities, and franchises of corporations of the second class for the purpose of ———.

Resolved, That the name shall be ———, and the capital stock shall be \$——, divided into ——— shares, of the par value of \$—— each.

Resolved, That the President and Secretary be authorized and directed to make, under the seal of the corporation, the necessary certificate required by the Act of Assembly, and file the same with the Secretary of the Commonwealth for the purpose of having letters patent issued to said corporation.

Attest:

[SEAL.] ———,  
Secretary.

———, President.

(43.) *Certificate for Foreign Corporations taking out Letters Patent.*  
*Act June 9, 1881.*

To His Excellency, &c., Governor of Pennsylvania.

SIR: In compliance with the requirements of an Act of the General Assembly of the Commonwealth of Pennsylvania, entitled "An Act to authorize foreign corporations to become corporations of Pennsylvania, and to prescribe the mode of their so doing," approved the 9th day of June, 1881. The undersigned, The (naming corporation), a corporation created under the laws of the State of ———, doing business in the State of Pennsylvania, having (three or more) stockholders who are citizens of Pennsylvania, and being embraced within corporations of the second class, as defined in Section Two of an Act of the General Assembly

for the Commonwealth of Pennsylvania, entitled "An Act to provide for the incorporation and regulation of certain corporations," approved the 29th day of April, A. D. 1874, and desiring to become a corporation of the State of Pennsylvania, and that letters patent therefor may issue to it and its successors according to law, hereby certifies:

1. The name of the corporation is \_\_\_\_\_.
2. Said corporation is formed for the purpose of \_\_\_\_\_.
3. The business of said corporation is to be transacted in \_\_\_\_\_.
4. The term for which the said corporation is to exist is \_\_\_\_\_.
5. The names and residences of the stockholders, and the number of shares held by each are as follows:—

Name.	Residence.	No. of Shares.
-------	------------	----------------

6. The number of directors of the said corporation is \_\_\_\_\_, and the names and residences of the directors elected for the current year are as follows:—

Name.	Residence.
-------	------------

7. The amount of the capital stock of said corporation is \$\_\_\_\_\_, divided into \_\_\_\_\_ shares of the par value of \$\_\_\_\_\_. The name and address of the Treasurer are \_\_\_\_\_, \_\_\_\_\_.

8. The legislation under which the corporation was originally created was \_\_\_\_\_.

9. The present financial condition of the said corporation is:

- (a) Capital stock paid in \_\_\_\_\_.
- (b) Funded debt \_\_\_\_\_.
- (c) Floating debt \_\_\_\_\_.
- (d) Estimated value of property \_\_\_\_\_.
- (e) Cash assets \_\_\_\_\_.

Attest: \_\_\_\_\_,

[SEAL.] \_\_\_\_\_,

\_\_\_\_\_,  
President.

\_\_\_\_\_,  
Secretary.

I, \_\_\_\_\_, President of (naming corporation), do hereby certify that at a meeting of the stockholders of the said company, held pursuant to due and legal notice at the office of the company in \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, a majority in interest of the said corporation, viz: \_\_\_\_\_, the holders of \_\_\_\_\_ shares of stock, adopted the following resolution:—

Resolved, That the stockholders of this company do hereby consent to the application for a charter under the laws of the Commonwealth of Pennsylvania, and the President and Secretary be and they are hereby authorized to affix the corporate seal thereto; and

that this corporation do renounce its original charter and all privileges not enjoyed by corporations of its class under the laws of the Commonwealth of Pennsylvania aforesaid.

In testimony whereof, I have set my hand and caused the seal of the said corporation to be affixed, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—.

[SEAL.]

Attest:

\_\_\_\_\_,  
President.

\_\_\_\_\_,  
Secretary.

(44.) *Acknowledgment of Directors.*

State of Pennsylvania, }  
County of \_\_\_\_\_, } ss.

Before me, the Recorder of Deeds in and for the county aforesaid, personally came \_\_\_\_\_, three of the directors of the \_\_\_\_\_ aforesaid, who in due form of law acknowledged the foregoing instrument to be the act and deed of the said corporation for the purpose therein specified.

Witness my hand and seal of office, the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—.

[SEAL.]

\_\_\_\_\_,  
Recorder.

(45.) *Affidavit of Directors.*

State of Pennsylvania, }  
County of \_\_\_\_\_, } ss.

Personally appeared before me, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, the above named \_\_\_\_\_, who being duly sworn according to law, doth depose and say that they are directors of the \_\_\_\_\_, and the statements contained in the foregoing instruments are true.

Sworn and subscribed before me, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—.

[SEAL.]

\_\_\_\_\_,  
Recorder.

(46.) *Form of Statement of Foreign Corporations.*  
*Act 22d April, 1874.*

To the Secretary of the Commonwealth of Pennsylvania:

SIR: In pursuance of the Act of Assembly of Pennsylvania, approved April 22, 1874, entitled "An Act to prohibit foreign corporations from doing business in Pennsylvania without having

known places of business and authorized agents," I, ———, President of ———, a foreign corporation, do hereby certify:

1. That the title of said corporation is ———.
2. The object of said corporation is ———.
3. The office of said corporation in the Commonwealth of Pennsylvania has been established at ———, in ——— county, in said Commonwealth.
4. The name of its duly authorized agent to transact its business at said office is ———.

In testimony whereof, I have hereunto set my hand and caused the seal of said company to be affixed, this ——— day of ———, A. D. 18—.

[SEAL.]

—————, President.

PROCEEDINGS TO INCREASE THE CAPITAL STOCK OF A COMPANY.  
(Act 18th April, 1884. See Act 29th April, 1874.)

FORM OF ELECTION RETURN TO BE FILED IN THE OFFICE OF THE  
SECRETARY OF THE COMMONWEALTH.

(47.) *Resolution calling Meeting.*

Office of the (naming corporation).

—————, ———, 18—.

I hereby certify that the following resolution was adopted at a meeting of the board of directors of this company held on the ——— day of ———, 18—.

Resolved, That a meeting of the stockholders be called to convene at the general office of the company, to take action on approval or disapproval of the proposed increase of the capital stock of said company from \$——— to \$———, and that the Secretary be and is hereby directed to give notice thereof as required by law.

Attest: ———,

[SEAL.]

Secretary.

(48.) *Form of Notice.*

Office of the (naming corporation).

—————, ———, 18—.

*Special Notice to Stockholders.*

The board of directors of this company has called a special meeting of its stockholders, to be held at the office of the company

at ———, on the ——— day of ———, 18—, at ——— o'clock,  
— M., for the purpose of voting for or against an increase of the  
capital stock. ———,

Secretary.

(49.) *Proof of Publication of Notice.*

[Attach Copy of Notice.]

State of Pennsylvania, }  
County of ———, } ss.

———, being duly sworn, doth depose and say, that he is ———.  
That a notice, of which the above is a copy, was published in the  
———, a newspaper of general circulation, printed and published  
in the county of ———, State of Pennsylvania, on the ——— days  
of ———.

Sworn and subscribed before me, this ——— day of ———,  
A. D. 18—.

(50.) *Oath of Judges.*

State of Pennsylvania, }  
County of ———, } ss.

On this ——— day of ———, A. D. 18—, personally appeared  
before me, a ——— in and for the county aforesaid, ——— and  
———, Judges, duly appointed by the board of directors of the  
——— Company to conduct an election of said company, to be  
held on the ——— day of ———, 18—, who, being duly sworn or  
affirmed, do depose and say that they will well and truly, according  
to law, conduct said election to the best of their ability, and true  
return make of the same.

———, }  
———, } Judges.  
———, }

Sworn and subscribed before me, the day and year aforesaid.  
(Name, title, and seal.)

(51.) *Return of the Judges.*

*Judges' Certificate.*

We, the undersigned Judges, appointed by the stockholders of  
the ——— to conduct an election by the said stockholders for or  
against an increase of the capital stock of the said company from  
\$——— to \$———, do hereby certify that, after being duly sworn,  
we held the said election at the office of the said company, in

\_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 18—, the time and place fixed for holding the same, of which sixty days' previous notice by publication was duly given, and in due form and manner we received the votes of the stockholders of the said company in favor of or against such increase. And at the said election there were voted in favor of said increase \_\_\_\_\_ shares, and against said increase \_\_\_\_\_ shares, thereby evincing the consent to the said increase of capital stock of the persons or bodies corporate holding the larger amount in value of the capital stock of the said \_\_\_\_\_ Company.

\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_. } Judges.

(52.) *Form of Return of Treasurer or President of Amount and Terms of Increase.*

To the Honorable, &c., Secretary of the Commonwealth.

This is to certify that, by virtue of the consent of the stockholders of the \_\_\_\_\_ Company, authorizing an increase in the capital stock thereof from \$\_\_\_\_\_ to \$\_\_\_\_\_, given at an election duly held for that purpose on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, the capital stock of said company has been increased from \$\_\_\_\_\_ to \$\_\_\_\_\_, said additional stock being issued for \_\_\_\_\_.

[SEAL.]

\_\_\_\_\_,  
President (or Treasurer).

(53.) *Affidavit of President or Treasurer.*

State of Pennsylvania, }  
County of \_\_\_\_\_, } ss.

\_\_\_\_\_, above named, being duly sworn, says the facts set forth in the above certificate are correct and true.

President or Treasurer.

Sworn (or affirmed) and subscribed before me, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—.

(Name, title, and seal of officer.)

NOTE.—Same proceedings necessary, and same form can be used to decrease capital stock, to increase indebtedness, &c.



## STREET RAILWAYS.

(54.) *Form of Articles of Association of Street Railway Companies.*  
*Act 23d May, 1878.*

We, the undersigned, do hereby form a company for the purpose of constructing, maintaining, and operating a street railway, for public use in the conveyance of passengers, under the provisions of an Act of the General Assembly of the Commonwealth of Pennsylvania, entitled "An Act to provide for the incorporation and government of street railway companies in cities of the third, fourth, and fifth classes, and in the boroughs and townships in this Commonwealth," approved May 23, A. D. 1878, ———; and for that purpose do make and sign these as our articles of association:—

1. That the name of the said company is ———.
2. That the said company is to exist for the term of ——— years.
3. That the places from and to which the said railway is to be constructed, or maintained and operated, are as follows: namely, from ———, a point in the ——— of ———, county of ———, thence along the following street, namely ———.
4. That the length of said railway will be, as near as may be, ——— miles.
5. That the capital stock of said company is to be ——— dollars, being at least three thousand dollars for every mile of road constructed, or proposed to be constructed, and shall consist of ——— shares, of a par value of fifty dollars each share.
6. The affairs of the company shall be controlled by a president and a board of ——— directors, and the following are the names and places of residence of those who shall manage its affairs for the first year, or until others are chosen in their places.

Name.

Residence.

———, ———,  
President.

———, ———,  
———, ———,  
———, ———,  
} Directors.

In witness whereof, the subscribers to these articles of association have hereunto subscribed their names, places of residence, and number of shares of stock which each agrees to take.

Name.

Residence.

No. of Shares.

(55.) *Acknowledgment.*

State of Pennsylvania, }  
 County of \_\_\_\_\_, } ss.

Before me, the subscriber, a \_\_\_\_\_ in and for said county and State, in which county the principal office of the company is designed to be located, duly authorized to take the acknowledgment of deeds, personally came \_\_\_\_\_, being three of the directors named in the foregoing articles of Association, and in due form of law acknowledged the foregoing as their act and deed, for the purposes therein set forth.

In testimony whereof, I have hereunto set my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—. (Name, title, and seal.)

(56.) *Affidavit of Directors.*

State of Pennsylvania, }  
 County of \_\_\_\_\_, } ss.

Personally, before me, a \_\_\_\_\_ in and for the county and State aforesaid, came \_\_\_\_\_, being three of the directors of the \_\_\_\_\_, and named as such in the foregoing articles of association, who, being duly sworn according to law, depose and say that at least two thousand dollars for every mile of road proposed to be made has been in good faith subscribed thereto, and ten per centum paid thereon in good faith, and in cash, to the directors named in said articles of association, and that it is intended in good faith to construct and to maintain and operate the road mentioned in said articles of association.

\_\_\_\_\_,  
 \_\_\_\_\_,  
 \_\_\_\_\_.

Sworn to (or affirmed) and subscribed before me, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—. (Name, title, and seal.)

Filed in the office of the Secretary of the Commonwealth at Harrisburg, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—.

\_\_\_\_\_,  
 Secretary of the Commonwealth.

(57.) *Form of Articles of Association of Street Railway, under Act March 19th, 1879.*

We, the undersigned, do hereby form a company for the purpose of constructing, maintaining, and operating a street railway in the

city of ———, being a city of the ——— class, for public use in the conveyance of passengers, under the provisions of an Act of the General Assembly of the Commonwealth of Pennsylvania, entitled "An Act to provide for the incorporation and for the government and regulation of street railway companies now incorporated, or which may hereafter be incorporated, in cities of the second and third classes in this Commonwealth," approved March 19th, A. D. 1879, ———; and for that purpose do make and sign these as our articles of association. [Follow same form as for companies organized under Act of May 23, 1878. Form No. 54.]

NOTE.—The capital stock of railway companies, incorporated under Act of March 19, 1879, shall in no case exceed thirty thousand dollars per mile of track. Supplement of June 2, 1881.

### RAILROADS.

#### (58.) *Articles of Association.*

Articles of association of ———.

We, the undersigned (nine of whom are), citizens of Pennsylvania, do hereby form a company for the purpose of constructing, maintaining, and operating a railroad for public use in the conveyance of persons and property, under the provisions of an Act of the General Assembly of the Commonwealth of Pennsylvania, entitled "An Act to authorize the formation and regulation of railroad corporations," approved April 4, A. D. 1868, and the Acts supplementary thereto; and for that purpose do make and sign these as our articles of association.

1. That the name of the said company is ———.
2. That the said company is to exist for the term of ———.
3. That the places from and to which the said railroad is to be constructed, or maintained and operated, are as follows, namely, ———.
4. That the length of said railroad will be, as near as may be, ——— miles, and the name of each county in the State through or into which it is made, or intended to be made, is as follows, viz: ———.
5. That the capital stock of said company is to be ——— dollars, being at least ten thousand dollars for every mile of road constructed, or proposed to be constructed, and shall consist of ——— shares of a par value of ——— dollars each share.
6. The affairs of the company shall be controlled by a president and a board of ——— directors, and the following are the names

and places of residence of those who shall manage its affairs for the first year, or until others are chosen in their places, a majority of whom are citizens of Pennsylvania.

Name.

Residence.

\_\_\_\_\_,  
President.

\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_,  
\_\_\_\_\_,  
} Directors.

In witness whereof, the subscribers to these articles of association have hereunto subscribed their names, places of residence, and the number of shares of stock which each agrees to take.

Name.

Residence.

No. of Shares.

(59.) *Acknowledgment.*

State of Pennsylvania, }  
County of \_\_\_\_\_, } ss.

Before me, the subscriber, a \_\_\_\_\_ in and for said county and State, in which county the principal office of the company is designed to be located, duly authorized to take the acknowledgment of deeds, personally came \_\_\_\_\_, being three of the directors named in the foregoing articles of association, and in due form of law acknowledged the foregoing as their act and deed, for the purpose therein set forth.

In testimony whereof, I have hereunto set my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—. (Name, title, and seal.)

(60.) *Affidavit.*

State of Pennsylvania, }  
County of \_\_\_\_\_, } ss.

Personally, before me, a \_\_\_\_\_ in and for the county and State aforesaid, came \_\_\_\_\_, being three of the directors of the \_\_\_\_\_, and named as such in the foregoing articles of association, who, being duly sworn according to law, depose and say that \_\_\_\_\_ dollars for every mile of road proposed to be made has been in good faith subscribed thereto, and ten per centum paid thereon in good faith, and in cash, to the directors named in such articles of association, and that it is intended in good faith to construct the road mentioned in said articles of association.

\_\_\_\_\_.

Sworn to (or affirmed) and subscribed before me, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—. (Name, title, and seal.)

Filed in the office of the Secretary of the Commonwealth at Harrisburg on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—.

\_\_\_\_\_,  
Secretary of the Commonwealth.

(61.) *Form of Certificate of Change of Terminal Points of a Railroad.*  
*Act June 1, 1883.*

Office of the \_\_\_\_\_ Railroad Company,  
\_\_\_\_\_, \_\_\_\_\_, 18—.

To the Honorable, &c., Secretary of the Commonwealth of Pennsylvania.

At a special meeting of the stockholders of the \_\_\_\_\_ Railroad Company, held at the principal office of the company at \_\_\_\_\_ in the State of Pennsylvania, on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, at \_\_\_\_\_ o'clock —. M., pursuant to notice published according to law, proof of which publication is hereunto attached, the following resolution was passed, \_\_\_\_\_ shares voting in favor of said resolution, being a majority of the outstanding shares of the stock of said company, and \_\_\_\_\_ shares voting against said resolution.

Resolved, That this company has elected and determined, and does hereby elect and determine, to construct such portion only of its railroad as shall intervene between the following points, viz: \_\_\_\_\_, and that so much of the located line or lines of said railroad as intervenes between the following points, viz: \_\_\_\_\_, be and the same is hereby abandoned, and the board of directors is directed and empowered to see that this resolution is carried fully into effect.

Attest:

\_\_\_\_\_,  
President.

[SEAL.] \_\_\_\_\_,  
Secretary.

NOTE.—If action is had at a general meeting of the company, no notice is necessary. If at special meeting, notice must be published once a week for three weeks.

MERGER OF RAILROADS.  
(Act 26 April, 1870.)

(62.) *Form of Merger.*

Agreement of consolidation and merger made, the —— day of ——, A. D. 18—, by and between The —— and The ——, the said companies being corporations existing under the laws of the State of ——.

Whereas, The said The —— was organized under the laws of the State of Pennsylvania, by virtue of articles of association filed in the office of the Secretary of the Commonwealth of Pennsylvania on —— (or as the case may be), and letters patent issued thereto, with authority to construct a railroad from —— to ——, in the State of ——, a distance of ——, with an authorized capital stock of ——.

And, whereas, The said The —— was organized under the laws of the State of Pennsylvania with authority to construct a railroad from —— to ——, in the State of ——, a distance of ——, with an authorized capital stock of ——.

And, whereas, The railroads of the said companies, parties hereto, will connect, and when constructed, form a continuous line of railroad.

And, whereas, It is the desire of the said companies, parties hereto, as expressed by the action of the board of directors of each company, to merge and consolidate their capital stock, franchises, and properties as by law they were authorized in that behalf to do.

Now this agreement witnesseth: That the said companies, parties hereto, in consideration of the premises, do hereby agree that upon the due approval of this agreement by the stockholders of the said companies, parties hereto, and the filing of this agreement, or a copy thereof, with the Secretary of the Commonwealth of Pennsylvania, the said companies shall be deemed and taken to be one corporation, by the name provided in this agreement and act of consolidation, possessing within the State of Pennsylvania all the rights, privileges, and franchises, and subject to all the restrictions, disabilities, and duties of each of said corporations. The terms and conditions of such consolidation and merger shall be and are as follows:—

1. The name, style, and title of the said consolidated corporation shall be ——.

2. The board of directors of the said consolidated corporation shall consist of a president and ——— directors. The other officers shall be a treasurer and secretary, and until the first annual election the organization shall be as follows:—

		Residence.
———	———, President.	———
———	———, }	
———	———, } Directors.	———
———	———, }	
———	———, Secretary.	———
———	———, Treasurer.	———

3. The number of shares of the capital stock of said consolidated corporation shall be ——— shares of the par value of ——— dollars each.

4. That the said consolidated company shall be subject to and regulated by the corporate rights, privileges, franchises, duties, and obligations existing under or by force of each, any, and all of the said several articles of association and letters patent thereunder, as aforesaid, and the several Acts of Assembly, principal or supplementary, relating to any and all of said companies, parties hereto.

5. The capital stock of each of the said companies, parties hereto, shall be converted into that of the new or consolidated corporation in the manner following:—

6. Upon the consummation of this act of consolidation, all and singular, the rights, privileges, and franchises of each of said corporations, parties hereto, and all the property, real, personal, and mixed, and all the debts due on whatever account, as well as of stock, subscriptions and other things in action belonging to each of said corporations, parties hereto, shall be taken and deemed to be transferred to and vested in the said consolidated or new corporation without further act or deed, and all property, rights of way, and all and every other interests, shall be as effectually the property of the said consolidated or new corporation as they were of the said corporations, parties hereto; and the title to real estate, either by deed or otherwise, under the laws of the said Commonwealth of Pennsylvania, vested in either of said corporations, parties hereto, shall not be deemed to revert or be in any way impaired by reason of this act and agreement of consolidation and merger. Provided, however, that all the rights of creditors, and all liens upon the property of either of the said corporations, parties hereto, shall be preserved unimpaired, and the said corporations, parties hereto,

may be deemed to continue in existence to preserve the same; and all debts, liabilities, and duties of either of said companies, parties hereto, shall thenceforth attach to said new or consolidated corporation, and be enforced against it to the same extent as if said debts, liabilities, and duties had been incurred or contracted by it.

In witness whereof, The said \_\_\_\_\_ and \_\_\_\_\_ have each caused their common or corporate seal to be hereto affixed, duly attested, dated the day and year first above written.

The \_\_\_\_\_ Railroad Company,

[SEAL.] \_\_\_\_\_, President.  
 \_\_\_\_\_, Secretary.

The \_\_\_\_\_ Railroad Company,

[SEAL.] \_\_\_\_\_, President.  
 \_\_\_\_\_, Secretary.

#### INSURANCE COMPANIES.

##### (63.) *Certificate of Organization.*

To his Excellency, &c., Governor of Pennsylvania.

SIR: In compliance with an Act of the General Assembly of the Commonwealth of Pennsylvania, entitled "A supplement to an Act entitled 'An Act to establish an insurance department,' approved the first day of April, one thousand eight hundred and seventy-three, providing for the incorporation and regulation of insurance companies, and relating to insurance agents and brokers, and to foreign insurance companies," approved the first day of May, A. D. 1876, the undersigned citizens of the Commonwealth of Pennsylvania, having associated themselves together for the purpose of forming a \_\_\_\_\_ company, and desiring that they may be incorporated, and that letters patent may issue to them and their successors according to law, do hereby certify that they have entered into an agreement for the purpose of forming said insurance company, on the following terms:—

1. The name of the proposed corporation is \_\_\_\_\_.
2. The class of insurance for the transaction of which it is constituted is \_\_\_\_\_.
3. The plan or principle upon which the business is to be conducted is \_\_\_\_\_.
4. The place in which it is to be established and located is \_\_\_\_\_.
5. Its capital stock is \_\_\_\_\_.



6. The general objects of the company are ———.
7. The proposed duration of the company is perpetual.
8. The powers it proposes to have and exercise are to have perpetual succession, to adopt and have a common seal, and the same to alter at pleasure, to sue and be sued, and in general to exercise the power of a corporate body, and make such contracts as may be necessary to carry out the object of ——— insurance on the plan provided for in this agreement; to purchase or lease such real estate as may be necessary for a place of business and for the security of investments, and adopt such by-laws as may from time to time be deemed necessary.

9. The names and residences of the subscribers who hereby bind themselves by this agreement are as follows:—

Name.

Residence.

10. The following officers and directors have been chosen from the subscribers to serve until the first annual meeting of the insured, and until their successors are duly chosen and qualified:—

_____	_____	, President.
_____	_____	, Vice-President.
_____	_____	, Treasurer.
_____	_____	, Secretary.
_____	_____	} Directors.
_____	_____	
_____	_____	

(64.) *Acknowledgment.*

State of Pennsylvania, }  
County of \_\_\_\_\_, } ss.

Before me, the subscriber, \_\_\_\_\_ in and for said county, personally came the within-named \_\_\_\_\_, who, in due form of law, acknowledged the within instrument of writing to be their act and deed, and desire that the same might be recorded as such.

In witness whereof, I have hereunto set my hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—. (Name, title, and seal.)

DISSOLUTION OF CORPORATIONS.

(65.) *Petition of Corporation for Dissolution.*

To the Honorable, &c., Judge of the Court of Common Pleas of \_\_\_\_\_ County, Pennsylvania.

The petition of \_\_\_\_\_ respectfully represents, that it is a corpo-

ration of the ——— class, incorporated by the ——— under the corporation Act of April 29, A. D. 1874, and the supplements thereto: That at a meeting duly convened, of which notice had been published according to law, it was unanimously resolved by the stockholders to apply to the Court aforesaid for a decree of dissolution of the said corporation.

Wherefore, the petitioner, showing to the Court that the prayer of its petition may be granted without prejudice to the public welfare, or the interests of the corporators, prays the Court for permission to surrender any power contained in its charter, and that the Court will make a decree for the dissolution of said corporation.

The petitioner further sets forth that notice of this application has been given by publication in two newspapers in the county of ———, which is the county in which the principal operations of the corporation are conducted, and in which its principal office is located, and that all taxes due the Commonwealth have been fully paid into the State Treasury, as appears by the certificate of the Auditor-General, State Treasurer, and Attorney-General to this effect filed herewith.

[CORPORATE SEAL.]

\_\_\_\_\_,  
President.

Attest:

\_\_\_\_\_,  
Secretary.

(66.) *Affidavit.*

State of Pennsylvania, }  
County of \_\_\_\_\_, } ss.

\_\_\_\_\_, Secretary of the \_\_\_\_\_, the corporation petitioner, being duly sworn (or affirmed), says that the statements made in the foregoing petition are correct and true as he verily believes; that the seal of the corporation hereto annexed was affixed to this petition, and this petition signed by and with the consent of a majority of the meeting of the corporators duly convened, that notice of this application has been given by publication, as required by law, by a notice, a copy whereof is hereto annexed, in the \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ newspapers of general circulation published in said county.

\_\_\_\_\_,  
Secretary.

Sworn (or affirmed) to and subscribed before me, this \_\_\_\_\_ day  
of \_\_\_\_\_, A. D. 18—.

\_\_\_\_\_,  
\_\_\_\_\_.

(67.) *Form of Decree.*

State of Pennsylvania, }  
County of \_\_\_\_\_, } ss.

In the Court of Common Pleas.

In the matter of the application of } No. —.  
\_\_\_\_\_ for Dissolution of Charter. } \_\_\_\_\_ Term, A. D. 18—.

And now, to wit, on this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, it appearing that, according to the order of this Court, notice of the application by petition of the \_\_\_\_\_ for dissolution, and that said application would be granted on the \_\_\_\_\_ day of \_\_\_\_\_, 18—, unless exceptions thereto should be filed on or before that day, was published once a week for three weeks, according to law and the rules of Court, as appears by affidavits filed, and the certificates of the Auditor-General, State Treasurer, and the Attorney-General having been filed in this case, showing that all taxes due the Commonwealth of Pennsylvania have been paid into the State treasury by said corporation; it is now ordered and decreed that the accounts of the directors of said corporation, filed with this petition afore-said, are approved and confirmed absolutely, and that said corporation, the \_\_\_\_\_, be, and it is hereby dissolved, and all and singular its powers, franchises, privileges, and faculties are hereby extinguished and determined forever: Provided, that this decree shall not go into effect until a certified copy thereof be filed and recorded in the office of the Secretary of the Commonwealth.

PER CURIAM,

From the Record.

[SEAL.]

\_\_\_\_\_,  
Prothonotary.

**COVENANTS.**

A COVENANT is an agreement between two or more persons, entered into by deed, whereby one of the parties promises the performance or non-performance of certain acts, or that a given state of things does or shall, or does not or shall not, exist. It differs from an express assumpsit in that it must be by deed. Bouv. L. Dict.

(1.) *A Joint Covenant of two or more Persons to one.*

And the said A. B., C. D., and E. F., for themselves, their executors and administrators, and for every of them, do covenant, promise, grant, and agree, &c.

(2.) *General Form of a Covenant by one Person to another.*

And the said A. B., for himself, his heirs, executors, and administrators (or without the word "heirs," as the case requires), and for every of them, doth covenant, promise, and agree, to and with the said C. D., his heirs, executors, and administrators (or, "his heirs and assigns," or his "executors, administrators, and assigns," as the case requires), by these presents, in manner and form following: that, &c.

(3.) *A Joint and Several Covenant.*

And the said A. B., C. D., and E. F., for themselves, their heirs, executors, administrators, and assigns, and for every of them, do jointly and severally covenant, promise, and grant, to and with the said G. H., his, &c.

(4.) *A Several Covenant.*

And the said A. B., C. D., E. F., and G. H., for themselves severally and respectively, and for their several and respective heirs, executors, and administrators, and not jointly, or the one for the other, or others of them, or for the heirs, executors, or administrators' acts or deeds of the others of them, but each and every of them for himself only, and for his heirs, executors, and administrators' acts and deeds only, do covenant, promise, grant, and agree to and with the said K. L., his heirs and assigns, by these presents in manner following: &c.

(5.) *Another Several Covenant.*

And the said A. B., for himself, his heirs, executors, and administrators, and the said C. C., for himself, his, &c., and the said E. F., for himself, his, &c., and the said G. H., for himself, his, &c., do, and each of them doth, severally and respectively, and not jointly, or the one for the other of them, or for the acts, deeds, heirs, executors, or administrators of the other of them, but each of them for himself and his own acts, deeds, heirs, executors, and administrators only, covenant, &c., to and with the said K. L., &c.

(6.) *Where the Covenant of each Party is confined to his own portion of an Estate.*

And the said A. B., for himself, his heirs, &c., and for the estate, right, title, quiet enjoyment, and further assurance of one-sixth part of the said hereditaments and premises; and the said C. D., for himself, his heirs, &c., and for the estate, &c., of one other sixth part of the said, &c., and the said E. F., for himself, his, &c., and for the estate, &c., of one other sixth part of, &c., do, and each and every one of them doth severally, but not jointly, covenant, &c., with the said K. L., his heirs and assigns, &c.

(7.) *Covenant of Husband for Himself and Wife.*

And the said A. B., for himself, &c., and for and on behalf of the said C., his wife, and her heirs, doth covenant, &c., with the said D. E., his heirs and assigns, &c.

(8.) *Covenant that the Vendors are severally seized of their Shares.*

And the said A. B. and C., for themselves, their heirs, &c., severally, &c., do covenant, &c., that (for and notwithstanding any act, deed, matter, or thing whatsoever, had, made, done, committed, or willingly suffered by them the said A. B. and C. respectively to the contrary), they, the said A. B. and C., at the delivery hereof, are and stand, and each of them is and standeth lawfully seized, of and in the several parts and proportions, of and in the said messuage, &c.

(9.) *To Stand Seized of Premises not well conveyed, to the Uses in the Deed mentioned.*

And the said A. B. doth, for himself and his heirs, covenant and grant for the consideration aforesaid, to and with the said B. C., and his heirs, that he, the said A. B., and his heirs, shall and will, from and after the ——— day of ——— now next coming, stand and be seized to the several uses, before, in, and by these premises limited and declared according to the true meaning hereof, of and in such part and so much of the premises, as for any cause or defect whatsoever, shall not be well and sufficiently conveyed and assured unto the said A. B. and his heirs, to the uses as aforesaid, before the said ——— day of ———, and to none other use, intent, or purpose.

(10.) *Covenant by Tenant for Life and Tenant in Fee of the Reversion.*

And we, the said G. and G., Jr., for ourselves respectively, and for our respective heirs, but not jointly, or one for the other, do hereby covenant and grant to and with the said M. H., and her heirs and assigns, that at the execution of these presents, we are lawfully seized of the granted premises in manner following, that is to say, that said G. is seized thereof as a tenant by the courtesy, and the said G., Jr., is seized in fee simple of the reversion and remainder, expectant upon the determination of the said estate by the courtesy, &c.

(11.) *Covenant that Trustees have done nothing to Encumber.*

And the said A. B., C. D., and E. F., party hereto (of the third part), separately and apart, each for himself, his heirs, executors, and administrators, and not jointly, nor the one for the other, or others of them, but each of them for his own act only, do covenant and declare to and with the said G. H., his heirs and assigns, that they the said A. B., C. D., and E. F., have not nor bath either of them, at any time heretofore made, done, committed, or suffered any act, matter, or thing whatsoever, whereby or by means whereof, the said messuage or tenement, lands, hereditaments, and premises hereby granted and released, or intended so to be, or any of them, or any part thereof, is, are, can, shall, or may be impeached or encumbered in title, charge, estate, or otherwise howsoever.

(12.) *A Covenant for Quiet Enjoyment.*

And the said A. B., party hereto, for himself, his heirs, executors, and administrators, doth covenant, &c., to and with the said C. D., his heirs and assigns by these presents, that he, the said C. D., his heirs and assigns, shall and may from time to time, and at all times for ever hereafter, peaceably and quietly have, hold, and enjoy all and singular the said hereditaments and premises mentioned to be hereby granted and released, without the let, suit, hindrance, denial, or interruption of any person or persons lawfully claiming, or to claim any estate, right, title, trust, or interest at law or in equity of, in, to, or out of the same or any part thereof.

(13.) *Covenant of Warranty.*

And the said A. B., for himself, his heirs, executors, and administrators, doth covenant, promise, grant, and agree to and with the

said C. D., his heirs and assigns, by these presents, that he, the said A. B., and his heirs, the said above-mentioned and described messuage or tenement, and tract of land, hereditaments and premises, hereby granted or mentioned or intended so to be, with the appurtenances, unto the said C. D., his heirs and assigns, against him, the said A. B., and his heirs, and against all and every other person and persons whomsoever, lawfully claiming, or to claim, by, from, or under him, them, or any of them, shall and will warrant and for ever defend, by these presents.

(14.) *Covenant against Encumbrances.*

And the said A. B. and C. D., for themselves, their heirs, executors, and administrators, do severally, and not jointly, nor the one for the other, or for the act or deed of the other, but each for his own act only, covenant, promise, grant, and agree, to and with the said E. F., his heirs and assigns, by these presents, that they, the said A. B. and C. D., have not heretofore done, committed, or wittingly or willingly suffered to be done or committed, any act, matter, or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, are, or shall, or may be impeached, charged, or encumbered in title, charge, estate, or otherwise howsoever.

In witness, &c.

(15.) *Covenant of Lessee not to assign the Premises without notice to the Lessor.*

And also that the said A. S., her executors, administrators, or assigns, shall not, nor will, during the said term hereby leased, or any part thereof, transfer or assign over, let, set, or mortgage the said messuages and premises, or any part thereof, for the said term of ——— years, or any part thereof, to any person or persons whomsoever, without giving notice thereof in writing, under their hands, unto the said D. D., or his assigns, during the life of the said D. D., or after his decease, to such other person or persons, who, for the time being, shall be entitled to the next and immediate reversion of the said leased premises expectant on the determination of the said term, or in his or their absence, to his or their generally reputed agent, or receiver of the rents of the premises for the time being.

In witness, &c.

(16.) *That Lessee shall not be chargeable for any Accident by Fire.*

And, lastly, it is covenanted, concluded, and agreed, by and between the said parties to these presents, that the said A. B., his executors, administrators, or assigns, shall not by virtue of these presents, or any article, clause, or agreement herein contained, be chargeable or charged with, or answerable for any accidents of fire which shall happen during the continuance of this demise, and that such accidents of fire are wholly excepted out of the before-mentioned covenants for keeping and leaving the premises in repair; and the said A. B., his executors, administrators, and assigns, are not by color of any clause in these presents contained, to answer or make good any such accidents, or any damage occasioned thereby, but that the same are to be borne by the said T. P., his heirs or assigns; anything in these presents contained to the contrary in any wise notwithstanding.

In witness, &c.

(17.) *Covenant empowering Lessee to Deduct the Costs of Repairs out of the Rent.*

And, also, that it shall and may be lawful, to and for the said A. B., his executors, administrators, and assigns, to retain, deduct, and keep out of every year's rent, agreed to be paid to the said C. D., his heirs or assigns, as aforesaid, all so much money as he, the said A. B., his executors, administrators, or assigns, shall from time to time, during the said term, have paid for taxes agreed to be paid by the said C. D., his heirs and assigns; and, also, for such repairs, amendments, and additions by him made or done, or caused to be made and done, in and about the premises, by and with the consent or direction of the said C. D., his heirs or assigns, or without, so that such money be laid out and expended in repairing and supporting the said premises, or some part thereof.

In witness, &c.

(18.) *The Lessee shall not Assign his Lease or Let the Premises, &c.*

And the said A. B., for himself, his heirs, executors, and administrators, doth further covenant, promise, and agree to and with the said C. D., his heirs and assigns, that he, the said A. B., his executors or administrators, shall not, nor will at any time or times hereafter, during the continuance of this demise, assign, or set over this present indenture of lease, or lease, set, or let the said premises



hereby demised, or any part thereof, for all or any part of the term hereby granted, to any person or persons whomsoever (using or exercising the trade or business of victualler, butcher, &c.), nor shall, nor will make or do, or cause to be made or done, any additional diminution or alteration whatsoever, into or about the messuage or tenement hereby demised, without license and consent of the said C. D., his heirs or assigns, in writing first had and obtained, for all and every one of the purposes aforesaid.

In witness, &c.

(19.) *The Lessor shall pay Taxes.*

That he, the said S. S., his executors, administrators, and assigns, shall and will from time to time, and all times during the said term hereby granted, well and truly pay, or allow out of the rent hereby reserved, all rates, taxes, duties, charges, and assessments whatsoever, that shall or may be assessed, charged, rated, or imposed on the said hereby demised premises, or any part thereof, and thereof and therefrom save harmless, and keep indemnified the said J. J., his executors, administrators, and assigns; and also his and their lands and tenements.

(20.) *To Insure the Premises from Fire, and to Rebuild in case of Damage.*

And that he, the said R. C., his executors, administrators, and assigns, shall and will, at his and their own proper costs and charges, from time to time sufficiently insure all and every the messuages or tenements, erections or buildings which shall be erected and built upon the said piece or parcel of ground hereby demised, or any part thereof, from casualties by fire, during the then remainder of the said term hereby granted in some or one of the public offices kept for that purpose in ———, and in case the said messuages or tenements, erections, or buildings, or any of them, or any part of any of them, shall at any time or times during the said term be burnt down, destroyed, or damaged by fire, shall and will from time to time immediately afterwards rebuild, or well and sufficiently repair the same.

(21.) *That the Tenant shall expend, &c., in Repairs.*

And the said A. B., in consideration of these presents, and the covenants and agreements herein contained, doth covenant, promise,

and agree, to and with the said C. D., his heirs and assigns, that he, the said A. B., his executors, administrators, or assigns, shall and will, within nine months next after the date hereof, lay out and expend the sum of one hundred dollars in repairing, amending, and beautifying the said messuage or tenement hereby demised, or shall and will, at his own proper cost and charges, well and sufficiently put the said messuage or tenement hereby demised, in good, sufficient, substantial, and tenantable repair, and particularly shall and will (insert the particulars agreed on).

In witness, &c.

(22.) *That Lessee may take down and carry away certain things at the end of the Term, unless the Lessor will pay for them.*

And the said C. D., for himself, his heirs and assigns, doth covenant, promise, and agree, to and with the said A. B., his executors, administrators, and assigns, by these presents, that it shall and may be lawful to and for the said A., his executors, administrators, or assigns, or any of them, at the end of the said ——— years, or other sooner determination of these presents, to take down and carry away (such and such things), erections, buildings, furniture, and ornaments, as he or they shall, during the said term, have fixed, erected, and set up, in or upon the said premises, doing as little damage to the said messuage or tenement as he possibly can; unless the said C. D., his heirs or assigns, be willing to have and keep the same, and thereof shall give notice to the said A. B., and shall do or pay, or cause to be paid, unto the said A., his executors, administrators, or assigns, so much money for the same as they shall be reasonably valued at by two indifferent persons; the one to be chosen by the said A., his executors, administrators, or assigns, and the other by the said C., his heirs or assigns.

In witness, &c.

(23.) *That Lessee shall use the Hay, &c., on the Premises, and spread the Dung thereon.*

And also that he, the said C. D., his executors, administrators, or assigns, shall and will during the continuance of this demise, use, and spread on the said demised premises, all the hay and straw arising therefrom, and all the compost and dung which shall be made thereby; shall spread and bestow upon the said premises in a proper manner, save only the compost or dung to be made in the

last year of his demise, which the said C., his executors, administrators, or assigns, shall leave upon the said premises, unto and for the said A. B., or his assigns, if then living; but in case of his decease, to and for such other person or persons as shall then be entitled to the freehold and inheritance of the said premises, without being paid or allowed anything for the same.

(24.) *That Lessee shall Fallow the Land, and not Mow more than once a Year.*

And also that he, the said C. D., his executors, administrators, or assigns, shall not crop or sow any part of the arable land which he hath liberty to keep in tillage as aforesaid, above two years together, but every third year permit the same to lie fallow and unsown, and not cross-crop the same or any part thereof; and when, as it shall be laid down, shall and will sow the same with grass seed in a proper manner, and shall not mow or cause to be mowed, any of the meadow or pasture ground hereby demised more than once in any one year of the said term, but shall and will, during the said term, plough, sow, manure, and manage all the ground hereby demised in a due and regular course of husbandry according to the custom of the country; and preserve all the trees, young oaks, and saplings growing on the said premises, and not do or commit, or cause to be committed, any manner of waste, spoil, or destruction, in or upon the said demised premises, or any part thereof.

(25.) *That Lessee shall lay down part of the Ground with Clover, &c.*

And also that he, the said C. D., his executors, administrators, or assigns, shall and will, the summer preceding the expiration or other sooner determination of this demise, summer-fallow twenty-five acres of such part of the arable land hereby demised as shall be then in course, in a proper manner, fit to be sown with a crop the ensuing season; and also lay down with clover seed and rye grass, twenty-five acres more of the arable land hereby demised, which shall then be in tillage, and sow upon each acre thereof ten pounds of the best clover seed, and two bushels of the best rye grass seed.

(26.) *That certain Trades shall not be exercised upon the Premises.*

And also that he, the said J. J., his executors, administrators, and assigns, shall not, nor will not, during the continuance of the

said term hereby granted, permit or suffer any person or persons to use or follow in or upon the said hereby demised messuage or tenement and premises, or in or upon any part thereof, the trade of a chair-maker, butcher, carrier, soap-boiler, brewer, distiller, tallow-chandler, sugar-baker, tinman, plumber, dyer, smith, or any nauseous or offensive business whatsoever, without the license and consent of the said S. S., his executors, administrators, or assigns, first had and obtained in writing for that purpose.

(27.) *That Lessee shall pay the Rpt and all the Taxes.*

And the said J. J. doth hereby for himself, his executors, administrators, and assigns, covenant, promise, and agree, to and with the said S. S., his executors, administrators, and assigns, by these presents, in manner and form following, that is to say, that he, the said J. J., his executors, administrators, or assigns, shall and will, yearly and every year, during the continuance of the said term hereby demised, well and truly pay, or cause to be paid, unto the said S. S., his executors, administrators, or assigns, the said yearly rent or sum of ——— dollars, on the several days and times, and in manner and form as the same is hereinbefore reserved and made payable; and also shall and will well and truly pay, or cause to be paid, all the taxes, rates, and assessments whatsoever, which now are, shall, or may at any time hereafter, during the continuance of said term hereby demised, be rated, taxed, charged, or assessed, on the said demised premises, or any part thereof.

(28.) *A general Covenant to repair Leased Premises.*

And also that he, the said C. D., his executors, administrators, or assigns, or some of them, shall and will at his, their, or some of their proper costs and charges, from time to time, and at all times hereafter, during the said term, well and sufficiently repair, maintain, pave, cleanse, and keep the said messuage or tenement, and all and singular other the premises, with the appurtenances herinbefore demised, and every part and parcel thereof, in, by, and with, all and all manner of needful and necessary reparations, supporting, paving, cleansing, glazing, and amendments whatsoever, and that, when, where, and as often as need or occasion shall be and require (the casualty of fire, which may burn down or destroy the said messuage or tenement and premises, or any part thereof only, excepted).

(29.) *A Covenant to deliver Possession after the Term has expired.*

And the said messuage, or tenement and premises, being so well and sufficiently repaired, upheld, &c., at the end of the said term, or other sooner determination of this present demise, unto the said A. B., his heirs or assigns, shall and will peaceably and quietly leave, surrender, and yield up, except as hereinbefore excepted.

(30.) *That if a good Title cannot be made on or before a certain day, the Premises shall stand as a Security.*

It is hereby further agreed and declared by and between all the said parties to these presents, and particularly the said (vendors) do hereby agree and declare, that in case they cannot make out a good title to, and execute and perfect such conveyances and assurances of the premises as aforesaid, on or before the ——— day of ———, now next ensuing, then the said premises, &c., and every part thereof, shall remain and be a security to the said (purchaser) for securing to him, his executors, administrators, and assigns, the repayment of the said sum of ——— dollars, &c., now by him paid as aforesaid, at or upon the said ——— day of ———, now next ensuing, together with interest for the same after the rate of six per centum from henceforth, in the mean time, and until payment thereof, which in such case they, the said (vendors), do hereby for themselves severally and respectively, and for their several and respective heirs, executors, and administrators, promise and agree to pay accordingly; and then also in such case, all such rents, issues, and profits as he, the said (purchaser), shall have received by or out of the premises as aforesaid, shall be deemed and allowed by him in part of payment of the same ——— dollars, and interest.

In witness, &c.

(31.) *That Assignee of a Lease will Indemnify the Lessee from the Rents and Covenants inserted in the absolute Assignment of a Term.*

That he, the said T. U., his executors, administrators, or assigns, shall and will at all times from henceforth, pay all rents payable on the said assigned lease, and perform and keep all and singular the covenants and agreements which on the lessee's or assignee's parts and behalf are and ought to be done and performed in respect of the said premises; and save harmless and keep indemnified the

said G. D., his executors and administrators, of and from the same, and all damages and expenses which may happen to him or them, or any of them, by reason of the non-payment or non-performance thereof.

In witness, &c.

(32.) *That Lessee, if desirous, may leave the Premises within the Term.*

And, lastly, it is hereby covenanted and agreed by and between the said parties hereto, and it is the true intent and meaning of these presents, that if the said A. B., his executors, administrators, and assigns, shall be minded and desirous to leave, yield, and give up the said premises hereby demised, at the end of ——— years or ——— years next after the commencement of this present demise or lease, and shall give six months' notice thereof under his or their hands, unto or for the said C. D., his heirs or assigns, immediately preceding either of the said terms of ——— or ——— years, this present indenture and the term and estate hereby granted shall cease, determine, and be utterly void, anything herein contained to the contrary notwithstanding.

In witness, &c.

(33.) *That a Lease is Valid, and that the Parties have a Right to Assign.*

And the said J. K., for himself, his heirs, executors, and administrators, doth covenant, promise, and agree to and with the said P. P., his executors, administrators, and assigns, by these presents in manner following, that is to say: That the said recited indenture of lease, made and granted to the said D. G., as aforesaid, at the time of the sealing and delivering of these presents, is good and effectual and valid in the law, of and for the premises thereof demised; and that the same and the term of years thereby leased are now in being and in no wise forfeited, surrendered, encumbered, or become void or voidable; and that they, the said J. J., and J. K., and each of them, hath in themselves or himself good right, full power, true title, and lawful and absolute authority to grant, bargain, sell, assign, transfer, and set over the premises meant or intended to be hereby assigned, with their and every of their appurtenances, unto the said P. P., his executors, administrators, and assigns, in manner and form aforesaid.

In witness, &c.

(34.) *Not to suffer any Nuisance.*

And that he, the said R. C., his executors, administrators, and assigns, shall not, nor will, during the said term hereby granted, permit or suffer any person or persons to use, exercise, or carry on, in or upon the said demised premises, or any part thereof, any trade or business which may be nauseous or offensive, or grow to the annoyance, prejudice, or disturbance of any of the other tenants of the said M. B., near adjoining thereto.

(35.) *That Grantor has good Right to Grant and Convey.*

And the said T. H. doth hereby, for himself, his heirs, executors, and administrators, covenant, promise, and agree, to and with the said E. G., his heirs and assigns, in manner following, that is to say, that he, the said T. H., now hath in himself good right, full power, lawful and absolute authority to grant and convey the said ———, in manner aforesaid.

(36.) *That Wife will accept a present Provision in Satisfaction of Dower.*

And it is declared and agreed, by and between all the said parties to these presents, and the said E. E., doth hereby consent and agree to accept and take the provision before made for her, in and by these presents for her jointure, and in lieu, bar, and full satisfaction of all such dower and thirds at the common law, or by the custom of any manor, which she could or might have had, claimed, or been entitled to, out of or from any of the freehold or customary manors, lands, tenements, or hereditaments, whereof the said J. V. now is, or at any time during the said intended coverture between them, shall be seized of any estate of inheritance; and also in bar and full satisfaction of all such part or share of the personal estate of the said J. B., which she, the said E. E., may claim or be entitled unto, by virtue of the statute for the distribution of intestate's estates, in case the said J. V. shall happen to die intestate.

(37.) *By Vendor of Land to Indemnify a Purchaser from Dower of the Wife of a former Vendor of the same Land.*

Whereas, A. A., of ———, did by deed, bearing, &c., for the consideration therein mentioned, grant, &c., unto and to the use of

the said C. C., his heirs and assigns, divers lands and hereditaments with their appurtenances, in the said deed more particularly described; which said lands and hereditaments are subject to the dower of B. A., wife of the said A. A. And, whereas, the said C. C. hath by his deed, bearing even date herewith, for the consideration therein mentioned, conveyed and assured all the said several lands and hereditaments (among others) unto and to the use of E. D., of ———, his heirs and assigns, for ever: Now know ye, that the said C. C., in consideration of the premises, doth hereby for himself, his heirs, executors, and administrators, covenant, &c., to and with the said E. E., his heirs and assigns, that he, the said C. C., his, &c., or some of them, shall and will, from time to time, and at all times hereafter, save, defend, keep harmless and indemnify the said E. E., his, &c., and assigns, and every of them, and the said lands, hereditaments, and premises, so conveyed by the said A. A. as aforesaid; and every of them, and every part thereof, of, from, and against the dower, and right and title of dower of the said B. A., wife of the said A. A., of, in, to, or out of the same lands, hereditaments, and premises, or any of them, or any part or parcel thereof; and of, from, and against all actions, suits, loss, costs, charges, damages, and expenses, which the said E. E., his, &c., and assigns, or any of them, shall or may, at any time hereafter, sustain, expend, or be put unto, for, or by reason, or on account of such dower, or right or title of dower of the said B. A.

In witness, &c.

### DECLARATION OF TRUST.

A DECLARATION OF TRUST is the act by which an individual acknowledges that a property, the title of which he holds, does in fact belong to another, for whose use he holds the same. Bouv. L. D. 418. If it be a declaration in relation to real estate, it ought to be executed and acknowledged with the same formality as a conveyance of land.

#### (1.) *Declaration of Trust with an Assignment.*

This indenture, made the ——— day of ———, between A. B., of ———, of the one part, and C. D., of the other part: Whereas, in and by an indenture of demise, or bargain and sale, bearing date the ——— day of ———, made or mentioned to be made, between A. B., of ———, of the one part, and C. D., of ———, of the other part, he, the said A. B., for the consideration therein mentioned,



did demise, grant, bargain, and sell unto the said C. D., his executors, administrators, and assigns, all those messuages, lands, and tenements, &c., to hold unto the said C. D., his executors, administrators, and assigns, for the term of ——— years from thenceforth next ensuing; in which said indenture was contained a proviso or condition to make the same void, on payment by the said A. B., to the said C. D., of the sum of ——— dollars, with lawful interest for the same, at a certain day therein mentioned, as in and by the said indenture of demise or mortgage, relation being thereunto had, may more fully and at large appear: Now this indenture witnesseth, that the said A. B. doth hereby acknowledge and declare, that the sum of ——— dollars, in the said in part recited indenture of mortgage mentioned, was all the proper money of the said C. D., and not any part thereof the money of the said A. B.; and that the name of the said A. B. was used therein, only in trust for the said C. D., his executors, administrators, and assigns: And therefore the said A. B., in pursuance of the trust reposed in him as aforesaid by the said C. D., and also for and in consideration of the sum of ——— dollars, to him in hand paid by the said C. D., at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, assigned, transferred, and set over, and by these presents doth grant, bargain, sell, assign, transfer, and set over, unto the said C. D., his executors, administrators, and assigns, all and singular the said messuages, &c., and premises before mentioned; and in and by the said in part recited indenture of mortgage granted, with their and every of their appurtenances: And also all the estate, right, title, interest, term of years, property, claim, and demand whatsoever, of him, the said A. B., of, in, or to the said premises, and every part thereof, together with the said in part recited indenture of demise or mortgage. To have and to hold the said messuages, &c., hereby granted and assigned, or mentioned or intended so to be, unto the said C. D., his executors, administrators, and assigns, for and during all such term and estate, as he, the said A. B., hath or ought to have therein. And the said A. B., for himself, his heirs, executors, and administrators, doth covenant and grant, to and with the said C. D., his executors, administrators, and assigns, that he, the said A. B., hath not made, committed, acted, or done, any act, matter, or thing, whereby or by reason or means whereof the said messuages, &c., and premises or any part thereof,

are, may, or can be charged or incumbered in title estate or otherwise howsoever.

In witness, &c.

(2.) *Declaration of Trust of Purchase-money paid for Land.*

To all persons to whom these presents shall come, I, C. M., of ——— (as described in the purchase deed), send greeting: Whereas, by indentures of ———, bearing date the ——— day of ———, and made between C. D., of ——— (as described in the deed), of the one part, and me, the said C. M., of the other part, he, the said C. D., for and in consideration of ——— dollars therein mentioned to have been paid to him by me, the said C. M., hath granted or did grant, bargain, and sell, all that messuage, &c., to hold the same unto me, the said C. M., my heirs and assigns, for, &c., which said premises were heretofore the estate of or in the possession of ——— (the deeds must govern the recital): Now know ye, that I, the said C. M., do hereby acknowledge, testify, and declare, the said sum of ———, above mentioned, to be paid unto the said C. D. by me, the said C. M., as aforesaid, was and is the proper money of A. P., of ———, and the name of the said C. M., in the said indenture of ———, is used only in trust for him, the said A. P., his executors, administrators, and assigns, and that I, my heirs and assigns, shall at any time or times hereafter, upon the request and at the proper costs and charges of the said A. P., his executors, administrators, and assigns, the said ——— premises so bargained and sold unto me, the said C. M., as aforesaid; together with all my estate, right, title, and interest thereunto, in such manner as by him, the said A. P., his executors, administrators, and assigns, or his or their counsel learned in the law, shall be reasonably devised or required.

In witness whereof, &c.

(3.) *Same to be endorsed upon the Deed.*

Be it remembered, that the within-named T. W. doth hereby declare, that the sum of ——— dollars, within mentioned, to be paid by him as the consideration of the within-written indenture, was the proper moneys of the within-named W. E., and that the name of the said T. W. was made use of in the same indenture in trust only for him, the said W. E., his executors, administrators, and assigns, and that the said T. W., his executors or administra-

tors, shall and will, at the request, costs, and charges in the law of the said W. E., his executors, administrators, or assigns, assign and assure the two several messuages, tenements, or dwelling-houses and premises comprised in the within-written indenture, and therein mentioned to be thereby assigned to him, the said T. W., his executors, administrators, or assigns, with their and every of their appurtenances, and all his and their estate, term and interest therein, unto him, the said W. E., his executors, administrators, or assigns, free from all incumbrances, committed or done by him, the said T. W., his executors or administrators; and that in the mean time, he, the said T. W., his executors and administrators, shall and will stand and be possessed, and interested of and in the same premises, in trust only for the benefit of him, the said W. E., his executors, administrators and assigns.

In witness whereof, I, the said T. W., have hereunto set my hand, this ——— day of ———, in the year of our Lord ———.

(4.) *Declaration of Trust relative to a Bond.*

Whereas in and by an obligation bearing even date with these presents, G. H., of ———, standeth bound to I. K., of ———, in the sum of ——— dollars, conditioned for the payment of ——— dollars, with interest on the same, on ——— next ensuing, as thereby may appear: Now know all men by these presents, that the said I. K. doth hereby acknowledge and declare, that the said sum of ——— dollars, lent upon the said obligation, was all the proper money of L. M., of ———; and that his, the said I. K.'s name, is used in the said obligation only in trust for the benefit of him, the said L. M.

In witness, &c.

(5.) *Declaration of Trust in Respect to an Annuity Bond.*

To all to whom these presents shall come, H. P., of the ——— of ———, sendeth greeting: Whereas by a bond or obligation in writing, bearing even date with these presents, in consideration of the sum of ——— dollars therein mentioned, to be paid to the said H. P. by H. H., of ———, in the county of ———, he, the said H. H., is become bound to the said H. P., in the penal sum of ——— dollars, with condition thereunder written, for making void the same on payment by the said H. H., his heirs, executors, or administrators, to the said H. P., his executors, administrators, or

assigns, of a clear annuity or yearly sum of ——— dollars, by half yearly payments, on the ——— day of ———, and the ——— day of ———, in every year during the life of M. M., wife of T. M., of ———, by equal portions, the first half yearly payments thereof to be made on the ——— day of ——— next ensuing the date of the said obligation, and of these presents, with a portionable part of the said annuity or clear yearly sum of ——— dollars, for so many days as shall have elapsed from the last half yearly day of payment next preceding the decease of the said M. M., up to the day of her death, as in and by the said recited bond or the condition thereof, relation being thereunto had, will appear. And, whereas, the said sum of ——— dollars, mentioned to be paid by the said H. P. to the said H. H. as aforesaid, was part of the separate fortune of the said M. M., and the said annuity or yearly sum of ——— dollars, was intended to be secured, to be paid to the said H. P., his executors, administrators, and assigns, during the natural life of the said M. M. as aforesaid, in trust for the sole and separate use, benefit, and disposal of the said M. M., notwithstanding her coverture in manner hereinafter mentioned: Now know ye, that the said H. P., for himself, his heirs, executors, and administrators, doth hereby declare and agree, that he, the said H. P., his executors, administrators, and assigns, shall and will stand and be possessed of, and interested in, the said annuity or yearly sum of ——— dollars, secured by the said recited bond or obligation as aforesaid, upon trust, from time to time to pay the same when and as the same shall be received to such person or persons and upon such trusts, and for such intents and purposes only, as the said M. M., by any writing or writings under her hand, shall, notwithstanding her coverture, and as if she was sole and unmarried, direct or appoint; and, for want of such direction and appointment, to pay the same into her hands for her sole and separate use, benefit, and disposal, exclusive of, and without being subject to the debts or control of her said husband; and for which the receipt or receipts of the said M. M. alone, or of such person or persons as she shall from time to time direct or appoint to receive the same, shall, notwithstanding her coverture, be a good and sufficient discharge or discharges.

In witness, &c.

(6.) *Declaration of Trust relative to Lands purchased by Guardians with the Money of an Infant.*

To all persons to whom these presents shall come, A. A., of ———, and C. C., of ———, send greeting: Whereas, A. A. and C. C., by certain indentures of lease and release, bearing date the ——— day of ———, and made between J. P., of one part, and us, the said A. A. and C. C., of the other part, for the consideration of the sum of ——— dollars, in the said indenture of release mentioned to be paid by us to the said J. P., he, the said J. P., hath granted and released unto and to the use of us, the said A. A. and C. C., and our heirs, all that said messuage and tract of land, with its appurtenances, situated in ———, as by the said indentures of lease and release, relation being thereunto had, may more at large appear: Now know ye, that we, the said A. A. and C. C., do hereby acknowledge and declare, that we, as Guardians and Trustees of S. F., a minor, being well satisfied that the purchasing of the said lands and premises, by reason of their situation, would be very advantageous to the said S. F., and an improvement of his estate, were advised to make the said purchase; and we do hereby further declare, that the same was made with the proper moneys of the said S. F., and that the said lands and premises were so purchased in trust for the said S. F., his heirs and assigns, if he or they, when capable of so doing, shall accept a conveyance thereof; and we, the said A. A. and C. C., our heirs, executors, and administrators, be allowed the purchase-money, with other charges by us paid by reason of the same, upon our account, for the profits of the estate of the said S. F.; and we, the said A. A. and C. C., do hereby further declare and mutually agree, that no benefit of survivorship, by virtue of the said conveyance made, as aforesaid, to us and our heirs, by the said J. P., shall be had or taken by us or either of us.

In witness, &c.

(7.) *Declaration by a Trustee that his name in a Conveyance of Land, was only in Trust, with a Covenant to convey as Cestui que trust shall appoint.*

To all to whom these presents shall come, A. B., &c., sends greeting: Whereas, C. D., &c., lately purchased of E. F., &c., all that messuage, &c., with the appurtenances, now or late in the tenure and occupation of the said C. D., which said messuage, &c., were by

the direction and appointment of the said C. D. conveyed by the said E. F. to the said A. B., and his heirs, as by the said conveyance thereof, bearing date the ——— day of ———, may appear; which said conveyance was so made to the said C. D., only in trust, to and for the benefit of the said C. D. and his heirs: Now know ye, that I, the said A. B., do hereby acknowledge and declare, that I am nominated party in the said recited deed of bargain and sale, upon the behalf of the said C. D., and that I am therein trusted only by and for him, the said C. D. and his heirs, and that I do not claim to have any right or interest in the said messuage, &c., or any part thereof by the said conveyance so made to me, or otherwise, to my own use or benefit, but only to and for the sole use and benefit of the said C. D. and his heirs; and I, the said A. B., do, for myself and my heirs, covenant with the said C. D. and his heirs, by these presents, that I, the said A. B., and my heirs, shall and will, at any time hereafter, upon request, and at the costs and charges of the said C. D. and his heirs, by good assurance and conveyance in law, convey the said messuage, &c., to the said C. D. and his heirs, or to such other person or persons as he or they shall nominate, direct, or appoint.

In witness, &c.

(8.) *That several Securities made by the Creditor were for the same Debt.*

———, Whereas J. G. did take up and borrow of B. P., of ———, the sum of ———, and for securing thereof, assigned to the said B. P., certain, &c., in, &c., for the residue of a term of years; and whereas, for the better securing the said sum of ———, C. D., &c., became bound to the said B. P. in the penal sum of ———, for the payment of ———, and interest, on the ——— day of ——— next ensuing the date hereof: Now know all, &c., that the said B. P. doth hereby acknowledge and declare, that the said bond and the said assignment of the said term of ——— years, were both given for securing the sum of ———, and interest, to the said B. P., and for no greater or other sum.

In witness, &c.

(9.) *Declaration as to Trusts in a Deed.*

Know all men, &c.: Whereas, the said A. B., by his deed bearing even date with these presents, for the consideration therein

mentioned, hath granted, &c., unto A. B. and C. D., their heirs and assigns forever, all that, granted, &c., as in and by the said deed more at large appeareth: Now this indenture witnesseth, and it is hereby declared and agreed by and between all the parties to these presents, that the said grant, &c., was and is made, and the said A. B. and C. D., and their heirs are, and shall stand seized of the premises, to the intent and purpose, and upon trust and confidence, that the said land, &c., may be sold for the best value that may be, and the money which shall be raised thereby, be disposed of for and towards the payment and satisfaction of such debts of the said A. B. as are mentioned in the schedules hereunto annexed, in such order as they are therein set down.

And lastly, it is agreed by and between all the parties to these presents, and by them declared to be their true intent and meaning, that in case there be any overplus remaining of the money, which shall be raised by sale of the said lands and premises after such time as the debts mentioned in the said schedule, be paid and discharged, then such overplus shall be employed and disposed of, for, and toward the satisfaction of such other debts, as the said A. B. shall, by any writing to be by him signed and sealed in the presence of two or more witnesses, declare and appoint.

In witness, &c.

## DECLARATIONS OR NARRS.

A **DECLARATION**, in pleading, is a specification, in a methodical and logical form, of the circumstances which constitute the plaintiff's cause of action. 1 Chit. Pl. 248; Steph. Pl. 36; 6 S. & R. 28.

The parts of a declaration are: The title of the Court and term; the venue, the commencement, which contains a statement of the names of the parties and the character in which they appear, whether in their own right, the right of another, in a political capacity, &c., the mode in which the defendant has been brought into Court, and a brief recital of the form of action to be proceeded in, 1 Saund. 318; the statement of the cause of action, which varies with the facts of the case and the nature of the action to be brought, and which may be made by means of one or several counts; the conclusion, which in personal and mixed actions should be to the damage (*ad damnum*) of the plaintiff, unless in *scire facias* and in penal actions at the suit of a common informer, but which need not repeat the capacity of the plaintiff, 5 Binn. Penn. 16, 21; the profert of letters testamentary in case of a suit by an executor or administrator, and the pledges of prosecution, which are generally disused, and, when found, are only the fictitious persons John Doe and Richard Roe.

The requisites or qualities of a declaration are that it must correspond with the process; and a variance in this respect was formerly the subject of a plea in abate-

ment; it must contain a statement of all the facts necessary in point of law to sustain the action, and no more. Coke, Litt. 303 a; Plowd. 84, 122.

The circumstances must be stated with certainty and truth as to parties, 1 Penn. St. 75; 10 Serg. & R. Penn. 267; time of occurrence; and in personal actions it must, in general, state a time when every material or traversable fact happened; and when a venue is necessary, time must also be mentioned, 5 Term, 620; Comyn's, Dig. Pleader (c. 19); though the precise time is not material, 2 Dall. Penn. 346; 3 Johns. N. Y. 43; unless it constitute a material part of the contract declared upon, or where the date, &c., of a written contract or record is averred, 4 Term, 590; the place, and, generally, as to particulars of the demand, sufficient to enable the defendant to ascertain precisely the plaintiff's claim. 13 East, 102.

A declaration may consist of as many counts as the case requires, and the jury may assess entire or distinct damages on all the counts, and it is usual, particularly in actions of assumpsit, debt on simple contract, and actions on the case, to set forth the plaintiff's cause of action in various shapes in different counts, so that if the plaintiff fail in proof of one count, he may succeed in another. 3 Blackstone's Com. 295.

In this State it is not necessary to file a declaration in an ejectment, for the Act of Assembly of 21st March, 1806, provides that it shall be the duty of the plaintiff in such action, by himself, his agent or attorney, to file in the office of the Prothonotary of the proper county, on or before the first day of the term to which the process is returnable, a description of the land, together with the number of acres which he claims; and the defendant shall enter his defence (if any he hath) for the whole, or any part thereof, before the next term, and thereupon issue shall be joined. 3 S. & R. 409; 6 Binn. 55, 99; 4 S. & R. 271, 279; 14 S. & R. 273. If the præcipe for a summons in ejectment particularly describes the land in controversy, it is not necessary for the plaintiff to file another description of the land, according to the Twelfth Section of the Act of 21st March, 1806. 6 Binn. 99. It is a sufficient description of the premises, within the Act of 21st March, 1806, to mention the county and township, the number of acres, and the name or names of the persons who own the adjoining lands. 4 Binn. 77.

In Pennsylvania, by Act of Assembly of 21st March, 1806, a statement may be filed in suits "for the recovery of any debt founded on a verbal promise, book-account, note, bond, penal or single bill." The demand must be included in one or other of the above expressions, if a statement is substituted for a declaration.

By the Act of 21st March, 1806 (4 Smith, 328), it is provided that no plaintiff shall be nonsuited for informality in any statement or declaration filed; but on application to the Court, may amend the same, as may the defendant in like manner his plea or defence, on or before the trial of the cause; and by the Act of 16th April, 1846, the Courts are empowered to permit amendments of the record, when it shall appear to them, by any sufficient evidence, that a mistake has been made in the Christian name or surname of any party, plaintiff or defendant. And if by such alterations or amendments, the adverse party is taken by surprise, the trial shall be continued until the next term of Court. Amendments are also provided for by Acts of 4 May, 1852; 12 April, 1858; 21 April, 1858; 10 May, 1871; and 14 March, 1872.



(1.) *Declaration in Assumpsit.*  
(Common Counts.)

In the Court of Common Pleas of Blair County.

John Jones	}	No. 500.
<i>vs.</i>		
Harrison Hadon.	}	January Term, A. D. 1885.
Blair County, ss.		

John Jones, the plaintiff in this suit, by Alexander & Herr, his attorneys, complains of Harrison Hadon, the defendant in this suit, who has been summoned to answer the plaintiff in a plea of trespass on the case upon promises. For that, whereas, the said defendant heretofore, to wit, on the first day of January, A. D. one thousand eight hundred and eighty-five, in the county aforesaid, was indebted to the said plaintiff in four hundred dollars, for the price and value of goods then and there bargained and sold by the plaintiff to the defendant at his request; and in four hundred dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendant at his request; and in four hundred dollars for the price and value of work then and there done, and materials for the same provided by the plaintiff for the defendant at his request; and in four hundred dollars for money then and there loaned by the plaintiff to the defendant at his request; and in four hundred dollars for money then and there paid by the plaintiff for the use of defendant at his request; and in four hundred dollars for money then and there received by defendant for the use of the plaintiff; and in four hundred dollars for money found to be due from the defendant to the plaintiff on an account then and there stated between them.

And, whereas, the defendant afterward, to wit, the day and year aforesaid, in consideration of the premises, then and there promised to pay the said several sums of moneys to the plaintiff on request, yet he has disregarded his promise, and has not paid the said several sums of money, nor either of them, nor any part thereof; to the damage of the plaintiff eight hundred dollars, and thereupon he brings this suit, &c.

January 10, 1885.

ALEXANDER & HERR,  
Attorneys for Plaintiff.

(2.) *Another form of Declaration in Assumpsit.*

(Common Counts.)

(Commence as in Form No. 1.)

For that, whereas, the said defendant heretofore, to wit, on the \_\_\_\_\_ day of \_\_\_\_\_, 18—, in the county aforesaid, was and still is indebted to the plaintiff in the sum of \_\_\_\_\_ dollars for goods, wares, and merchandise before that time sold and delivered by the plaintiff to the defendant at his request; and in the sum of \_\_\_\_\_ dollars for money before that time paid, laid out, and expended by the plaintiff for the use of the defendant at his request; and the sum of \_\_\_\_\_ dollars for so much money before that time lent and accommodated by the plaintiff to the defendant at his request; and in the sum of \_\_\_\_\_ dollars for so much money before that time had and received by the defendant to the use of the plaintiff; and in the sum of \_\_\_\_\_ dollars for work, labor, and service before that time done, performed, and bestowed by the plaintiff for the defendant at his request; and in the sum of \_\_\_\_\_ dollars for money found to be due from the defendant to the plaintiff, on an account then and there stated between them; and in the sum of \_\_\_\_\_ dollars for so much money before that time due from the defendant to the plaintiff for interest upon and for the forbearance of divers large sums of money before then due from the defendant to the plaintiff, and by the plaintiff forborne to the defendant, for long spaces of time before then elapsed, at the request of the defendant; whereby the defendant became liable to pay the plaintiff the said several sums of money when he should be requested; and the defendant afterward, on, &c., in consideration of the premises, then and there promised to pay the said several sums of money to the plaintiff on request; yet the defendant has not, though often requested, paid the said several sums of money, nor either of them, nor any part thereof.

To the damage of the plaintiff of \_\_\_\_\_ dollars, wherefore he brings suit, &c.

(3.) *Declaration in Assumpsit on Promissory Note.*  
(Payee vs. Maker.)

In the Court of Common Pleas of Blair County.

William Fox } No. 500.  
vs. }  
Peter Roper. } January Term, 1885.  
Blair County, ss.

William Fox, the plaintiff in this suit, by W. M. Beyer, his attorney, complains of Peter Roper, the defendant in this suit, who has been summoned to answer the plaintiff in a plea of trespass on the case upon promises. For that, whereas, the defendant heretofore, to wit, on the first day of July, A. D. 1884, at the county aforesaid, made his note in writing, commonly called a promissory note, bearing date the day and year last aforesaid, and thereby then and there promised to pay to the plaintiff, or order, ninety days from the date aforesaid, which period has now elapsed, the sum of two hundred dollars, without defalcation, for value received, and then and there delivered the said promissory note to the said plaintiff; and the defendant then and there, in consideration of the premises, promised to pay the amount of the said note to the plaintiff, according to the tenor and effect thereof; and also for that, whereas, the said defendant heretofore, to wit, on the first day of July, A. D. 1884, at the county aforesaid, was indebted to the said plaintiff in two hundred dollars for the price and value of goods then and there bargained and sold by the plaintiff to the defendant at his request; and in two hundred dollars for the price and value of goods then and there sold and delivered by the plaintiff to the defendant at his request; and in two hundred dollars for the price and value of work done and materials for the same provided by the plaintiff for the defendant at his request; and in two hundred dollars for money then and there paid by the plaintiff for the use of the defendant at his request; and in two hundred dollars for money then and there received by the defendant for the use of the plaintiff; and in two hundred dollars found to be due from the defendant to the plaintiff on an account then and there stated between them. And, whereas, the said defendant afterward, to wit, on, &c. (stating a date before the commencement of the suit) at the county aforesaid, in consideration of the premises, respectively then and there promised to pay the said several sums of money respectively to the plaintiff on request; yet the said defendant hath

disregarded his promises, and hath not paid any of the said several sums of money or any part thereof, to the damage of the plaintiff four hundred dollars, and thereupon he brings this suit, &c.

(Attach copy of note.)

W. M. BEYER,

Attorney for Plaintiff.

(4.) *Declaration in Assumpsit on Promissory Note.*

(Partners, Payees, vs. Partners, Makers.)

\_\_\_\_\_  
       *vs.*        } No. —.  
 \_\_\_\_\_ } \_\_\_\_\_ Term, 1885.  
 \_\_\_\_\_ County, ss.

A. B. and C. D., trading and doing business under the firm name of A. B. & Company, the plaintiffs in this suit, by \_\_\_\_\_, their attorney, complain of E. F. and G. H., trading and doing business under the firm name of G. H. & Company, the defendants in this suit, who have been summoned to answer the plaintiff in a plea of trespass on the case upon promises; for that, whereas, the said defendants heretofore, to wit, on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 1885, at the county aforesaid, made their promissory note in writing, by them subscribed by their firm name of G. H. & Co., and then and there delivered the same to the plaintiffs, and thereby promised to pay the plaintiffs by the firm name of A. B. & Company, or order, \_\_\_\_\_ dollars, in \_\_\_\_\_ days after the date thereof, which period has now elapsed; by means whereof the defendants became liable, and in consideration thereof, then and there promised the plaintiffs to pay them the sum of money in said promissory note specified, according to the tenor and effect thereof. (Add the common counts as in Form No. 3, if necessary, and close as in that form. Attach to Declaration copy of note.)

(5.) *Declaration in Assumpsit on Promissory Note.*

(Payee vs. Guarantor.)

(Commence as in Form No. 3.)

For that, whereas, heretofore, to wit, on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, at the county aforesaid, one John Jones made his note in writing, commonly called a promissory note, bearing date the day and year aforesaid, and thereby then and there promised to pay \_\_\_\_\_ days after the date aforesaid, to the plaintiff or order, the sum of \_\_\_\_\_ dollars, without defalcation, value received;

and, whereas, on the same day and year aforesaid, at the county aforesaid, the defendant, in consideration that the plaintiff would receive the said promissory note of the said John Jones, by his endorsement in writing on the back of the said promissory note, and by him signed, guaranteed the payment of the said sum of money in the said note specified, and promised to pay the same according to the tenor and effect thereof, if the same was not paid by the said John Jones at the maturity thereof, and the plaintiff thereupon accepted and received the said promissory note; and the plaintiff avers that the said John Jones did not pay the plaintiff the said sum of money in the said note specified at the maturity thereof, nor at any other time of which the defendant had notice. By means whereof the defendant became liable to pay to the plaintiff the said sum of money in said note specified, and being so liable, in consideration thereof, promised the plaintiff to pay him the said sum of money in the said promissory note specified, according to the tenor and effect thereof; yet the defendant, though often requested, hath not paid the said sum of money in the said promissory note specified, or any part thereof, to the damage of the plaintiff ——— dollars, and thereupon he brings this suit, &c.

(6.) *Declaration in Assumpsit on Promissory Note.*  
(Payee vs. Maker—a feme sole trader.)

In the Court of Common Pleas of Blair County.

Henry Hand	}	No. 800.
vs.		
Mary Mank,		
a feme sole trader.		

January Term, 1885.

Blair County, ss.

Henry Hand, the plaintiff in this suit, by Greevy & Doyle, his attorneys, complains of Mary Mank, a *feme sole* trader, the defendant in this suit, who has been summoned to answer the plaintiff in a plea of trespass on the case upon promises. For that, whereas, the said defendant, heretofore, to wit, on the first day of October, A. D. 1883, was, in compliance with her petition, presented to the Court of Common Pleas of the county of Blair aforesaid (or as may be), and by virtue of the provisions of the Act of Assembly of May fourth, 1855, decreed a *feme sole* trader, with all the rights, privileges, and liabilities as such under the provisions of the Act

of Assembly aforesaid; and, whereas, thereafter, heretofore, to wit, on the first day of July, A. D. 1884, at the county aforesaid, by virtue of the decree aforesaid, and in her character as a *feme sole* trader she made her note in writing, commonly called a promissory note, bearing date the day and year last aforesaid, and then and there delivered the same to the plaintiff, and thereby promised to pay the plaintiff three months from the date aforesaid, which period has now elapsed, the sum of four hundred dollars without defalcation for value received; and the defendant then and there, by reason of her liability in the premises, and in consideration thereof, promised to pay the plaintiff the said sum of money in the said promissory note specified, according to the tenor and effect thereof. And also for that, whereas, &c. (adding the common counts.)

And, whereas, the said defendant afterward, to wit, on the day and year last aforesaid, at the county aforesaid, by virtue of the decree aforesaid, and in her character as a *feme sole* trader, by reason of her liability in the premises, and in consideration thereof, then and there promised to pay the said last-mentioned several sums of money on request; yet the said defendant hath disregarded her promises, and hath not paid the said several sums of money, or any part thereof, to the damage of the plaintiff eight hundred dollars, and thereupon he brings this suit, &c.

(Attach copy of note.)

GREEVY & DOYLE,  
Attorneys for Pl'ff.

(7.) *Declaration in Assumpsit on Promissory Note.*

(Payee *vs.* Husband and Wife, on note given by Wife while sole.)

In the Court of Common Pleas of Blair County.

A. B.	}	No. —.
<i>vs.</i>		
C. D. and E. D. his Wife.	}	—— Term, 1885.
Blair County, ss.		

A. B., the plaintiff in this suit, by M. E. Buckley, his attorney, complains of C. D. and E. D. his wife, the defendants in this suit, who have been summoned to answer the plaintiff in a plea of trespass on the case upon promises. For that, whereas, the said E., heretofore, and while she was sole and unmarried, to wit, on the —— day of ——, A. D. 18—, at the county aforesaid, made her note in writing, commonly called a promissory note, bearing date the day and year last aforesaid, and thereby then and there

promised to pay, ——— days after the date aforesaid, which period has now elapsed, to the plaintiff, or order, the sum of ——— dollars without defalcation for value received, and then and there delivered the said promissory note to the plaintiff, by means whereof the said E. then and there became liable to pay to the plaintiff the said sum of money in the said promissory note specified, according to the tenor and effect thereof; and being so liable, she, the said E., in consideration thereof, afterward, and while she was sole and unmarried, to wit, on the day and year last aforesaid, at the county aforesaid, promised the plaintiff to pay him the said sum of money in the said promissory note specified, according to the tenor and effect thereof.

And for that, whereas, the said E., while she was sole and unmarried, to wit, &c. (adding the common counts).

Yet the said E., while she was sole and unmarried, and the said defendants since their intermarriage, have not, nor hath either of them, paid the said sum of money, or any part thereof, to the plaintiff, though requested so to do, but to pay the same or any part thereof to the plaintiff, the said E., while she was sole and unmarried, refused, and the defendants have, ever since their intermarriage, hitherto refused, and still do refuse so to do, to the damage of the plaintiff ——— dollars, and therefore he brings this suit, &c.

M. E. BUCKLEY,  
Attorney for Plaintiff.

(Attach copy of note.)

(8.) *Declaration in Assumpsit on Promissory Note.*

(Surviving Partner, Payee, vs. Surviving Partner, Maker.)

_____	_____	} No. —.
_____	_____	
vs.		_____ Term, 18—.

\_\_\_\_\_ County, ss.

A. B., surviving partner of C. D., late trading and doing business as B. & C., the plaintiff in this suit, by \_\_\_\_\_, his attorney, complains of E. F., surviving partner of G. H., late trading and doing business as F. & H., the defendant in this suit, who has been summoned to answer the plaintiff in a plea of trespass on the case upon promises. For that, whereas, the defendant and one G. H., now deceased, in the lifetime of the said G. H., and in the lifetime of one C. D., now deceased, to wit, on, &c., at, &c., by the name and

style of F. & H., made their promissory note in writing, and delivered the same to the plaintiff and C. D., since deceased, by their firm name of B. & C., and thereby promised to pay to the plaintiff and C. D., partners as aforesaid, the sum of ——— dollars, ——— after date thereof, which period has elapsed; and the said E. F. and G. H., in his lifetime as aforesaid, then and there, in consideration of the premises, promised to pay the amount of the said note to the plaintiff and the said C. D., then living, but since deceased, according to the tenor and effect thereof. Yet the defendant and the said G. H., in the lifetime of the said G. H., and the defendant, since the death of the said G. H., have disregarded their said promises, and have not paid the said sum of money, or any part thereof, to the plaintiff and the said C. D., in the lifetime of the said C. D., or to the plaintiff, since the death of the said C. D., but neglected and refused so to do, to the damage of the plaintiff of ——— dollars, and therefore he brings suit, &c.

(Attach copy of note.)

\_\_\_\_\_,  
Att'y for Pl'ff.

(9.) *Declaration in Assumpsit on Promissory Note.*

(Executor or Administrator of Payee *vs.* Maker.)

In the Court of Common Pleas of Blair County.

John Doe, &c. } No. 700.  
vs. }  
Richard Roe. } January Term, 1885.  
Blair County, ss.

John Doe, the plaintiff in this suit, executor of the last will and testament of Henry Paul, deceased (or administrator of all and singular the goods and chattels, rights and credits, which were of Henry Paul, deceased, at the time of his death, who died intestate), by Woodcock & Ambrose, his attorneys, complains of Richard Roe, the defendant in this case, who has been summoned to answer the plaintiff in a plea of trespass on the case upon promises. For that, whereas, the said defendant heretofore, to wit, on the ——— day of ———, A. D. 18—, at the county aforesaid, made his note in writing, commonly called a promissory note, bearing date the day and year aforesaid, and thereby then and there promised to pay the said Henry Paul, or order, ninety days after the date aforesaid, which period has now elapsed, the sum of two hundred dollars, without defalcation, for value received, and then and there delivered



the said promissory note to the said Henry Paul in his lifetime, and the said defendant, by reason of his liability in the premises and in consideration thereof, promised to pay the amount of the said note to the said Henry Paul, according to the tenor and effect thereof; and whereas also, the defendant, in the lifetime of the said Henry Paul, to wit, on the ——— day of ———, A. D. 18—, at the county aforesaid, was indebted, &c. (here add the common counts as in Form No. 3).

And the defendant afterward, in the lifetime of the said Henry Paul, to wit, on the ——— day of ———, A. D. 18—, at the county aforesaid, in consideration of the premises respectively, promised to pay the last-mentioned moneys respectively to the said Henry Paul on request; yet he hath disregarded his promises, and hath not paid any of the said moneys, or any part thereof, to the said Henry Paul in his lifetime, or since his death to the said plaintiff, executor (or “administrator”) as aforesaid, to the damage of the said plaintiff, executor (or “administrator”) as aforesaid, four hundred dollars, and therefore he brings this suit, &c. And the said plaintiff brings into Court here his letters testamentary (or “of administration”), which give sufficient evidence to the Court that he is executor (or “administrator”) of Henry Paul, deceased.

WOODCOCK & AMBROSE,

(Attach copy of note.)

Attorneys for Plaintiff.

(10.) *Declaration in Assumpsit on Promissory Note.*

(Endorsee vs. Maker.)

In the Court of Common Pleas of Blair County.

Even Hallem	} No. 600.
<i>vs.</i>	
Henry Souders.	} January Term, 1885.

Blair County, ss.

Even Hallem, the plaintiff in this suit, by A. J. Riley, his attorney, complains of Henry Souders, the defendant in this suit, who has been summoned to answer the plaintiff in a plea of trespass on the case upon promises. For that, whereas, the said defendant heretofore, to wit, on the first day of July, A. D. 1884, at the county aforesaid, made his note in writing, commonly called a promissory note, bearing date the day and year last aforesaid, and thereby then and there promised to pay to William Wilt, or order, ninety days after the date aforesaid, which period has now elapsed, the sum of

four hundred dollars, without defalcation, for value received, and then and there delivered the said promissory note to the said William Wilt, and the said William Wilt, after the making and delivery of the said promissory note as aforesaid, and before the payment of the said sum of money therein specified, to wit, on the day and year aforesaid, at the county aforesaid, endorsed the said promissory note, and then and there delivered the said promissory note, so endorsed as aforesaid, to the plaintiff, whereof the defendant then and there had notice, and then and there, by reason of his liability in the premises and in consideration thereof, promised the plaintiff to pay him the said sum of money in the said promissory note specified, according to the tenor and effect thereof. (Add the common counts as in Form No. 3, if necessary, and close as in that form.)

A. J. RILEY,  
Atty. for Plff.

(Attach copy of note.)

(11.) *Declaration in Assumpsit on Promissory Note.*  
(Second or Remote Endorsee vs. Maker.)

(Commence as in Form No. 10.)

For that, whereas, the defendant heretofore, to wit, on the first day of July, A. D. 1884, at the county aforesaid, made his note in writing, commonly called a promissory note, bearing date the day and year last aforesaid, and thereby then and there promised to pay to William Wilt, or order, ninety days after the date aforesaid, which period has now elapsed, the sum of two hundred dollars, without defalcation, for value received, and then and there delivered the said promissory note to the said William Wilt; and the said William Wilt, after the making and delivery of the said promissory note as aforesaid, and before the payment of the said sum of money therein specified, to wit, on the day and year aforesaid, at the county aforesaid, endorsed the said promissory note to one Thomas Holt, and then and there delivered the said promissory note so endorsed to the said Thomas Holt; and the said Thomas Holt, to whom or to whose order by said endorsement the payment of the said sum of money, in the said promissory note specified, was to be made thereafter, on the day and year aforesaid, at the county aforesaid, endorsed the said promissory note to the plaintiff, and then and there delivered the said promissory note, so endorsed as aforesaid, to the plaintiff; whereof the defendant then and there had notice, and then and there, by reason of his liability in the premises, and

in consideration thereof, promised the plaintiff to pay him the said sum of money, in said promissory note specified, according to the tenor and effect thereof. (Add the common counts as in Form No. 3, if necessary, and close as in that form. Attach to Declaration copy of note.)

(12.) *Declaration in Assumpsit on Promissory Note.*  
(Executor or Administrator of Endorsee vs. Maker.)

(Commence as in Form No. 9.)

For that, whereas, the said defendant heretofore, to wit, on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, at the county aforesaid, made his note in writing, commonly called a promissory note, bearing date the day and year last aforesaid, and thereby then and there promised to pay to one Henry Hads, or order, ninety days after the date aforesaid, which period has now elapsed, the sum of five hundred dollars, without defalcation, for value received, and then and there delivered the said promissory note to the said Henry Hads; and the said Henry Hads, after the making and delivery of the said promissory note as aforesaid, and before the payment of the said sum of money therein specified, to wit, on the day and year aforesaid, at the county aforesaid, endorsed the said promissory note, and then and there delivered the said promissory note so endorsed as aforesaid to the said Henry Paul, in his lifetime; whereof the defendant then and there had notice, and then and there, by reason of his liability in the premises and in consideration thereof, promised to pay the said Henry Paul the said sum of money in the said promissory note specified, according to the tenor and effect thereof. (Add common counts as in Form No. 9, and close as in that form. Attach copy of note.)

(13.) *Declaration in Assumpsit on Promissory Note.*  
(Endorsee vs. Endorser.)

(Commence as in Form No. 10.)

For that, whereas, one Henry Marks, heretofore, to wit, on the first day of July, A. D. 1884, at the county aforesaid, made his note in writing, commonly called a promissory note, bearing date the day and year last aforesaid, and thereby then and there promised to pay to the defendant, or order, ninety days after the date aforesaid, which period has now elapsed, the sum of two hundred dollars, without defalcation, for value received, and then and there delivered

the said promissory note to the said defendant; and the said defendant, after the making of the said promissory note, and before the payment of the said sum of money therein specified, to wit, on the day and year aforesaid, at the county aforesaid, endorsed the said promissory note to the plaintiff, and then and there delivered the said promissory note so endorsed as aforesaid to the plaintiff. And the said plaintiff avers that, afterwards, to wit, on the twenty-eighth day of September, A. D. 1884, at the county aforesaid, the said promissory note, so endorsed as aforesaid, was presented to the said maker for payment, and the said maker was then and there requested to pay the said sum of money in the said note specified, according to the tenor and effect thereof, and of the said endorsement so made thereon as aforesaid; but that the said maker did not at that time, or at any time afterwards, pay the said sum of money in the said promissory note specified, or any part thereof, but wholly neglected and refused so to do; of all of which the defendant, afterwards, to wit, on the day and year aforesaid, at the county aforesaid, had notice, and then and there, by reason of his liability in the premises and in consideration thereof, promised the plaintiff to pay him the said sum of money in the said promissory note specified, according to the tenor and effect thereof. (Add the common counts as in Form No. 3, if necessary, and close as in that form. Attach to Declaration copy of note.)

(14.) *Declaration in Assumpsit on Promissory Note.*  
(Second or Remote Endorsee vs. Endorser.)

(Commence as in Form No. 10.)

For that, whereas, one Henry Marks, heretofore, to wit, on the first day of July, A. D. 1884, at the county aforesaid, made his note in writing, called a promissory note, bearing date the day and year last aforesaid, and thereby then and there promised, ninety days after the date thereof, which period has now elapsed, to pay the defendant, Henry Hand, or order, the sum of two hundred dollars, without defalcation, for value received, and then and there delivered the said promissory note to the said defendant; and the said defendant, after the making and delivering of the said promissory note, and before the payment of the said sum of money therein specified, to wit, on the day and year aforesaid, at the county aforesaid, endorsed the said promissory note to one Max Moler, and then and there delivered the said promissory note so endorsed to the said

Max Moler, and the said Max Moler, to whom or to whose order the payment of the said sum of money, in the said promissory note specified, was to be made, thereafterward, on the day and year aforesaid, at the county aforesaid, endorsed the said promissory note to the said plaintiff, and then and there delivered the said promissory note, so endorsed as aforesaid, to the said plaintiff. And the said plaintiff avers that, after the several endorsements aforesaid, so as aforesaid made, to wit, on the twenty-eighth day of September, A. D. 1884, at the county aforesaid, the said promissory note, so endorsed as aforesaid, was presented to the said maker for payment, and the said maker was then and there requested to pay the said sum of money in the said note specified according to the tenor and effect thereof, and of the said several endorsements so made thereon as aforesaid; but that the said maker did not at that time, or at any time afterwards, pay the said sum of money therein specified; or any part thereof, but wholly neglected and refused so to do; of all of which the defendant, afterwards, to wit, on the day and year aforesaid, at the county aforesaid, had notice, and then and there, by reason of his liability in the premises, and in consideration thereof, promised the plaintiff to pay the amount of the said promissory note according to the tenor and effect thereof. (Add the common counts as in Form No. 3, if necessary, and close as in that form. Attach to Declaration copy of note.)

(15.) *Statement on Promissory Note.*  
(Payee vs. Maker.)

In the Court of Common Pleas of Blair County.

William Smith	{	No. 400.
<i>vs.</i>		
Henry Howe.	}	January Term, 1885.

Blair County, ss.

The claim or statement of demand of the plaintiff above is founded on a promissory note, a true and correct copy of which is hereunto attached, made part of this claim and to the Court shown, drawn by said defendant to the order of plaintiff, upon the first day of July, A. D. 1884, for two hundred dollars, and made payable, ninety days from the date aforesaid, at the Altoona Bank (or as may be, if note is made payable at a certain place).

And the plaintiff avers that the whole of said note, together with interest thereon from the twenty-eighth day of September, 1884,

(being the date of the maturity of the same), is yet due and unpaid, and therefore he brings this suit.

S. M. WOODCOCK,

February 29, 1885.

Attorney for Plaintiff.

Note	.	.	.	.	.	\$200 00
Interest	.	.	.	.	.	5 00
Total	.	.	.	.	.	\$205 00

*Copy of said Note.*

\$200

Altoona, Pa., July 1st, 1884.

Ninety days after date, I promise to pay to the order of William Smith, at the Altoona Bank, two hundred dollars, without defalcation, for value received.

No. —, Due ———.

HENRY HOWE.

NOTE.—See 3 P. & W. 391.

(16.) *Statement on Promissory Note.*

(Endorsee vs. Endorser.)

In the Court of Common Pleas of Blair County.

William Thompson,  
Endorsee  
vs.  
Samuel Simons,  
Endorser.

No. 400.  
January Term, A. D. 1885.

Blair County, ss.

The plaintiff above, by Neff & Hicks, his Attorneys, hereby files his statement of demand in above case, and set forth as follows:—

That his claim is founded on a promissory note, a true and correct copy of which is hereunto attached, made part of this claim and to the Court shown, drawn by Henry Howe, to the order of William Smith, upon the first day of July, A. D. 1884, for two hundred dollars, payable ninety days from the date aforesaid, at the Altoona Bank (or as may be, if payable at a certain place). That the said William Smith endorsed the same for value, and delivered the same so endorsed to John Jones. That the said John Jones endorsed the same for value, and delivered the same so endorsed to Samuel Simons, the defendant above named. That thereafter the said Samuel Simons endorsed the same for value, and delivered the same so endorsed; and thereafter, and before maturity, it lawfully came to the possession of the plaintiff.

Plaintiff further states that at maturity said note was duly presented for payment, which was refused, of which defendant had due

notice; that he, the plaintiff, is now the lawful owner and holder of said note; that there is due and owing thereon from defendant the sum of two hundred dollars, with costs of protest of \$2<sup>25</sup>/<sub>100</sub>, and interest from the twenty-eighth day of September, A. D. 1884.

Note . . . . .	\$200 00
Protest fees . . . . .	2 25
Interest . . . . .	5 00
Total . . . . .	<hr/> \$207 25

NEFF & HICKS,

February 28, 1885.

Attorneys for Plaintiff.

(Copy of note.)

NOTE.—See 3 P. & W. 391.

(17.) *Declaration in Assumpsit by Payee v. Drawer on an Order not Accepted.*

(Commence as in Form No. 3.)

For that, whereas, the defendant heretofore, to wit, on the —— day of ——, A. D. 18—, at the county aforesaid, for value received of the plaintiff, drew his order in writing, of that date, directed to one Peter Parker, therein and thereby requesting the said Peter Parker to pay the plaintiff, or his order, the sum of two hundred dollars on demand, and charge the same to the account of the defendant; and the plaintiff avers that, afterwards, to wit, on the day and year aforesaid (or as may be), at the county aforesaid, he presented the said order to the said Peter Parker for his acceptance and payment, which the said Peter Parker refused, of which the defendant then and there had notice, and was then and there requested to pay the same; by means whereof the defendant became liable, and in consideration of the premises, then and there promised the plaintiff to pay him the said sum of money when thereunto requested; yet, though often requested, the defendant hath not paid the said sum of money in the said order specified, but refuses so to do. To the damage of the plaintiff —— dollars, and thereupon he brings suit, &c.

(18.) *Declaration in Assumpsit on a Check.*

(Payee vs. Drawer.)

(Commence as in Form No. 3.)

For that, whereas, the defendant heretofore, to wit, on the —— day of ——, A. D. 18—, at the county aforesaid, made his certain

check or order, in writing, bearing date the day and year aforesaid, and then and there directed the same to The First National Bank of Altoona, in the county aforesaid, and thereby then and there required the said The First National Bank of Altoona to pay to the plaintiff, or order, five hundred dollars, and then and there delivered the same to the plaintiff; and the plaintiff avers that, after the making of the check or order, and before the payment of the sum of money therein specified, to wit, on the day and year aforesaid, at the county aforesaid, the said check or order was presented and shown to The First National Bank of Altoona aforesaid, during the usual hours of business for such purpose, for payment thereof; and the said The First National Bank of Altoona was then and there requested to pay the said sum of money therein specified, according to the tenor and effect thereof; but the said The First National Bank of Altoona did not and would not, when the said check or order was shown to them, nor at any time after, pay the said sum of money, nor any part thereof, but then and there wholly refused so to do; whereof the said defendant afterwards, to wit, the day and year aforesaid, at the county aforesaid, had notice.

By means whereof the said defendant became liable to pay to the plaintiff the said sum of money, in the said check or order specified, when thereto requested; and being so liable, the said defendant, in consideration thereof, afterwards, to wit, the day and year aforesaid, at the county aforesaid, assumed and promised to pay the plaintiff the said sum of money in the said check or order specified, when thereunto afterwards requested. (Add common counts as in Form No. 3, and close as in that form. Attach copy of check.)

(19.) *Declaration in Assumpsit on a Check.*

(Endorsee vs. Drawer.)

(Commence as in Form No. 3.)

For that, whereas, one John Jones, heretofore, to wit, on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, at the county aforesaid, made his certain check or order in writing, bearing date the day and year aforesaid, and then and there directed the same to The Second National Bank of Altoona, in the county aforesaid, and thereby then and there required the said The Second National Bank of Altoona to pay to one William Howe or order the sum of five hundred dollars, and then and there delivered the same to the said



William Howe, and the said William Howe, to whom or to whose order the payment of the said sum of money in said check or order specified was thereby directed to be made after the making of the same, and before the payment of the said sum of money therein specified, to wit, on the day and year aforesaid, at the county aforesaid, endorsed the said check or order, and delivered the same so endorsed to the plaintiff.

And the plaintiff avers that after the endorsement aforesaid, so as aforesaid made, to wit, on the day and year aforesaid (or as may be), at the county aforesaid, the said check or order, so endorsed as aforesaid, was presented and shown to The Second National Bank of Altoona aforesaid, during the usual hours of business for such purpose, for payment thereof, &c. (Continue as in Form No. 18, and close as in that form. Attach copy of check with endorsement.)

(20.) *Declaration in Assumpsit on a Check.*

(Endorsee vs. Endorser.)

(Commence as in Form No. 3.)

For that, whereas, one John Jones, heretofore, to wit, on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, at the county aforesaid, made his certain check or order in writing, bearing date the day and year aforesaid, and then and there directed the same to the Altoona Bank, of Altoona, in the county aforesaid, and thereby then and there required the said The Altoona Bank to pay to the defendant, William Howe, or order, the sum of five hundred dollars, and then and there delivered the same to the defendant; and the defendant, to whom or to whose order the payment of the said sum of money in said check or order specified was thereby directed to be made, after the making of the same, and before the payment of the said sum of money therein specified, to wit, on the day and year aforesaid, at the county aforesaid, endorsed the said check or order (if the plaintiff be a second or remote endorsee, here follow chain of endorsements to the plaintiff), and delivered the same so endorsed to the plaintiff.

And the plaintiff avers that after the endorsement aforesaid, so as aforesaid made, to wit, on the day and year aforesaid (or as may be), at the county aforesaid, the said check or order so endorsed, as aforesaid, was presented and shown to The Altoona Bank aforesaid, during the usual hours of business for such purpose, for payment thereof; and the said The Altoona Bank was then and there

requested to pay the said sum of money therein specified, according to the tenor and effect thereof. (Continue as in Form No. 18, and close as in that Form. Attach copy of check with endorsements.)

(21.) *Declaration in Assumpsit on Bill of Exchange.*

(Drawer vs. Acceptor.)

(Commence as in Form No. 3.)

For that, whereas, the plaintiff, heretofore, to wit, on the —— day of ——, A. D. 18—, at the county aforesaid, made his certain bill of exchange in writing bearing date the day and year aforesaid, and then and there directed the said bill of exchange to the defendant, and thereby requested the defendant —— days after the date thereof to pay to the plaintiff or his order, the sum of —— dollars for value received, which said bill of exchange the defendant afterward, to wit, on the day and year aforesaid (or as may be), at the county aforesaid (or as may be), upon sight thereof, accepted, by means whereof the defendant then and there became liable to pay to the plaintiff the said sum of money in the said bill of exchange specified, according to the tenor and effect of the same, and of his acceptance thereof; and, being so liable, he, the defendant, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, promised the plaintiff to pay him the said sum of money in the said bill of exchange specified, according to the tenor and effect of the same, and of his acceptance thereof. (Add common counts as in Form No. 3, and close as in that form. Attach copy of bill.)

(22.) *Declaration in Assumpsit on Bill of Exchange.*

(Drawer vs. Acceptor on Bill payable to a third party, and returned to and taken up by Drawer.)

(Commence as in Form No. 3.)

For that, whereas, the plaintiffs, heretofore, to wit, on, &c., at, &c., made their certain bill of exchange in writing, bearing date the day and year aforesaid, and then and there directed the said bill of exchange to the defendants, and then and there requested the defendants, —— days after the date thereof, to pay to E. Round & Co. or order, the sum of —— dollars, for value received, and then and there delivered the said bill of exchange to the said E. Round & Co., which said bill of exchange the defendants afterward, to wit, on the day and year aforesaid, at, &c., upon sight thereof, accepted;

and the plaintiffs aver that afterward, and when the said bill of exchange became due and payable, according to the tenor and effect thereof, to wit, on, &c., at, &c., the said bill of exchange, so accepted as aforesaid, was presented and shown to the defendants for payment thereof; and the defendants were then and there requested to pay the said sum of money therein specified, according to the tenor and effect of the said bill of exchange, and of their said acceptance thereof; but that the defendants did not, nor would at the said time when the said bill of exchange was so presented and shown to them for payment thereof, as aforesaid, or at any time before or afterward, pay the said sum of money therein specified, or any part thereof, but then and there wholly neglected and refused so to do, and thereupon afterward, to wit, on the day and year last aforesaid, at, &c., the said bill of exchange was returned to the plaintiffs for non-payment thereof; and the plaintiffs, as drawers of the said bill of exchange, were then and there called upon and forced and obliged to pay, and did then and there pay to the said E. Round & Co. the said sum of money in the said bill of exchange specified, whereof the defendants afterward, to wit, on the day and year last aforesaid, at, &c., had notice, by means whereof the defendants then and there became liable to pay the plaintiffs the said sum of money in the said bill of exchange specified, when they, the defendants, should be thereunto requested; and being so liable they, the defendants, in consideration thereof, afterward, to wit, on the day and year last aforesaid, at, &c., promised the plaintiffs to pay them the said sum of money in the said bill of exchange specified when thereunto requested. (Add common counts as in Form No. 3, and close as in that form. Attach copy of bill.)

(23.) *Declaration in Assumpsit on Bill of Exchange.*  
(Payee vs. Drawer in default of acceptance.)

(Commence as in Form No. 3.)

For that, whereas, the defendant, heretofore, to wit, on the \_\_\_\_\_ day of \_\_\_\_\_, 18—, made his certain bill of exchange in writing, bearing date the day and year aforesaid, and then and there directed said bill of exchange to one John Smith, by which said bill of exchange, he, the defendant, then and there requested the said John Smith, \_\_\_\_\_ days after the date thereof, to pay to the plaintiff or order, the sum of \_\_\_\_\_ dollars for value received, and then and there delivered the same to the plaintiff. And the plaintiff avers

that afterwards, and before the payment of the said sum of money in the said bill of exchange specified, to wit, on the ——— day of ———, 18—, at the county aforesaid (or as may be), the said bill of exchange was presented and shown the said John Smith for his acceptance thereof, and the said John Smith was then and there required to accept the same according to the tenor and effect thereof; but that the said John Smith did not, nor would, at the said time when the said bill of exchange was so presented and shown to him for his acceptance thereof as aforesaid, or at any time before or afterwards, accept the same or pay the said sum of money therein specified, or any part thereof, but then and there refused so to do, of all which the defendant afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, had notice, by means whereof the defendant became liable, and in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, promised the plaintiff to pay him the said sum of money in the said bill of exchange specified, according to the tenor and effect thereof. (Add common counts as in Form No. 3, and close as in that form. Attach copy of bill.)

(24.) *Declaration in Assumpsit on Bill of Exchange.*  
(Payee vs. Drawer, in default of payment.)

(Commence as in Form No. 3.)

For that, whereas, the defendant, heretofore, to wit, on the ——— day of ———, 18—, at the county aforesaid, made his certain bill of exchange in writing, bearing date the day and year aforesaid, and thereby then and there requested one John Smith, ——— days after the date thereof, to pay to the plaintiff or order, the sum of ——— dollars for value received, and then and there delivered the said bill of exchange to the plaintiff, which said bill of exchange the said John Smith afterwards, to wit, on the day and year aforesaid (or as may be), at the county aforesaid (or as may be), upon sight thereof accepted; and the plaintiff avers that afterwards, to wit, on the ——— day of ———, at the county last aforesaid, the said bill of exchange was presented and shown to the said John Smith for payment thereof; and the said John Smith was then and there requested to pay the said sum of money therein specified, according to the tenor and effect thereof, but that the said John Smith did not, and would not, at the said time when the said bill of exchange was so presented and shown to him for payment thereof as aforesaid, or at any time before or afterwards, pay the

said sum of money therein specified, or any part thereof, but then and there refused so to do, of which the defendant afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, had notice, by means whereof the defendant became liable, and in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the county last aforesaid, promised the plaintiff to pay him the said sum of money in the said bill of exchange specified, according to the tenor and effect thereof. (Add common counts as in Form No. 3, and close as in that form. Attach copy of bill.)

(25.) *Declaration in Assumpsit on Bill of Exchange.*  
(Payee vs. Acceptor.)

(Commence as in Form No. 3.)

For that, whereas, one John Jones, heretofore, to wit, on the \_\_\_\_\_ day of \_\_\_\_\_, 18—, at the county aforesaid, made his certain bill of exchange in writing, bearing date the day and year aforesaid, and thereby then and there requested the defendant, \_\_\_\_\_ days after the date thereof, to pay to the plaintiff or order, the sum of \_\_\_\_\_ dollars, and delivered the said bill of exchange to the plaintiff, which said bill of exchange the defendant afterwards, to wit, on the day and year aforesaid (or as may be), at the county aforesaid (or as may be), upon sight thereof, accepted. And the plaintiff avers that, afterwards, and when the said bill of exchange became due and payable, according to the tenor and effect thereof, to wit, on the \_\_\_\_\_ day of \_\_\_\_\_, 18—, at the county aforesaid (or as may be), the said bill of exchange was duly presented for payment thereof, and payment of the said sum of money was then and there duly required; but the defendant, nor any other person, did or would, when the said bill was so presented and shown for payment as aforesaid, or at any time, before or afterwards, pay the said sum of money therein specified, or any part thereof, but then and there wholly neglected and refused so to do, of all which the defendant afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, had notice, by means whereof the defendant then and there became liable to pay to the plaintiff the said sum of money in the said bill of exchange specified, when the defendant should be requested, and being so liable, he, the defendant, in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, promised the plaintiff to pay him the said sum of money in the said bill of exchange specified, when he, the defendant, should be thereunto afterwards

requested. (Add common counts as in Form No. 3, and close as in that form. Attach copy of bill.)

(26.) *Declaration in Assumpsit on Bill of Exchange.*

(First or Subsequent Endorsee vs. Acceptor.)

(Commence as in Form No. 3.)

For that, whereas, one John Jones, heretofore, to wit, on, &c., at, &c., made his certain bill of exchange in writing, bearing date the day and year aforesaid, and thereby then and there requested the defendant, ——— days after date thereof, to pay to one William Smith or order, the sum of ——— dollars for value received, and then and there delivered the said bill of exchange to the said William Smith, which said bill of exchange the defendant afterwards, to wit, on the day and year aforesaid, at, &c., upon sight thereof, accepted. And the said William Smith, after the making of the said bill of exchange, and before the payment of the said sum of money therein specified, to wit, on the day and year aforesaid, at, &c., endorsed the said bill of exchange to one Henry Hand, and then and there delivered the said bill of exchange, so endorsed as aforesaid, to the said Henry Hand. And the said Henry Hand, after the making of the said bill of exchange, and before the payment of the said sum of money therein specified, to wit, on the day and year aforesaid, at, &c., endorsed the said bill of exchange to the plaintiff, and then and there delivered the said bill of exchange, so endorsed as last aforesaid, to the plaintiff, by means whereof the defendant became liable, and in consideration thereof, afterwards, to wit, on the day last aforesaid, at, &c., promised the plaintiff to pay him the said sum of money in said bill of exchange specified, according to the tenor and effect thereof. (Add common counts as in Form No. 3, and close as in that form. Attach copy of bill.)

(27.) *Declaration in Assumpsit, against an Executor or Administrator, for Board and Lodging of Decedent.*

In the Court of Common Pleas of Blair County.

_____	} No. —.
vs. _____	
_____	Term, 18—.

Blair County ss.

A. B., the plaintiff in this suit, by H. T. Heinsling, his attorney, complains of C. D., the defendant in this suit, executor of the last

will and testament of one E. F., deceased (or "administrator of all and singular the goods and chattels, rights, and credits which were of one E. F., deceased, at the time of his death, who died intestate"), who was summoned to answer the plaintiff in a plea of trespass on the case upon promises. For that, whereas, the said E. F., in his lifetime, to wit, on the ——— day of ———, 18—, at the county aforesaid, was indebted to the said A. B. in ——— dollars, for the use and occupation of certain rooms, apartments, and furniture of the said A. B., before that time used and enjoyed by the said E. F. at his request, and by the permission of the said A. B.; and for meat, drink, fire, lights, attendance, goods, chattels, and other necessities by the said A. B. found and provided for the said E. F. at his request.

And, whereas, also the said E. F., in his lifetime, to wit, on the ——— day of ———, 18—, at the county aforesaid, was indebted to the said A. B. in ——— dollars for the price and value of goods then and there bargained and sold by the said A. B. to the said E. F. at his request. And in ——— dollars for the price and value of goods then and there sold and delivered by the said A. B. to the said E. F. at his request. And in ——— dollars for the price and value of work then and there done, and materials for the same provided by the said A. B. for the said E. F. at his request. And in ——— dollars for money then and there lent by the said A. B. to the said E. F. at his request. And in ——— dollars for money then and there paid by the said A. B. for the use of the said E. F. at his request. And in ——— dollars for money then and there received by the said E. F. for the use of the said A. B. And in ——— dollars for money found to be due from the said E. F. to the said A. B., on an account then and there stated between them.

And, whereas, the said E. F., afterwards, in his lifetime, to wit, on the day and year aforesaid, at the county aforesaid, in consideration of the premises respectively, then promised the said A. B. to pay him the said several sums of money respectively on request; yet the said E. F., in his lifetime, and the defendant as executor (or "administrator"), as aforesaid, since the death of the said E. F., respectively have disregarded the promises so made of the said E. F., and have not, nor hath either of them, paid any of the said moneys, or any part thereof, to the damage of the said A. B., plaintiff, ——— dollars, and thereupon he brings this suit, &c.

H. T. HEINSLING,  
Attorney for Plaintiff.

(28.) *Declaration in Assumpsit for Goods sold and delivered.*(Surviving Executor or Administrator *vs.* Surviving  
Executor or Administrator.)

—— County, ss.

W. B., the plaintiff in this suit, surviving executor of the last will and testament of one G. O., deceased (or “surviving administrator of all and singular the goods and chattels, rights and credits which were of one G. O., deceased, at the time of his death, who died intestate”), by E. F., his attorney, complains of C. M., the defendant in this suit, surviving executor of the last will and testament of one E. M., deceased (or “surviving administrator of all and singular the goods and chattels, rights and credits which were of one E. M., deceased, at the time of his death, who died intestate”), and who has been summoned to answer the plaintiff in a plea of trespass on the case upon promises. For that, whereas, the said E. M., in his lifetime and in the lifetime of the said G. O., deceased, to wit, on the —— day of —— (some day after the cause of action accrued, and before the death of the testator or intestate), A. D. one thousand eight hundred and ——, at ——, in the county aforesaid, was indebted to the said G. O. in —— dollars, for the price and value of goods then and there sold and delivered (or “bargained and sold”) by the said G. O. to the said E. M. at his request:

And in —— dollars, for the price and value of work then and there done, and materials for the same provided, by the said G. O. for the said E. M. at his request:

And in —— dollars, for money then and there lent by the said G. O. to the said E. M. at his request:

And in —— dollars, for money then and there paid by the said G. O. for the use of the said E. M. at his request:

And in —— dollars, for money then and there received by the said E. M. for the use of the said G. O.

And in —— dollars, for money found to be due from the said E. M. to the said G. O., on an account then and there stated between them.

And whereas the said E. M., since deceased, afterwards, on the day and year aforesaid, in consideration of the premises respectively, then promised the said G. O., in his lifetime, to pay him the said several moneys respectively on request; yet the said E. M., in his lifetime, and the defendant and one O. B., in his lifetime, now



deceased, and whom the defendant hath survived (which said defendant and O. B., in the lifetime of the said O. B., were executors of the last will and testament of the said E. M., deceased), (or "which said defendant and O. B., in the lifetime of the said O. B., were administrators of all and singular the goods and chattels, rights and credits which were of the said E. M., deceased, at the time of his death, who died intestate as aforesaid"), after the death of the said E. M., and the defendant, surviving executor (or "administrator") as aforesaid, since the death of the said O. B., have disregarded the said promises of the said E. M., and have not, nor hath any or either of them, paid the said several moneys respectively, or any part thereof; to the damage of the said plaintiff, as such surviving executor (or "administrator") as aforesaid, of ——— dollars, and thereupon he brings this suit, &c. And the plaintiff brings here into Court the letters testamentary of the said G. O., deceased, whereby it fully appears to the said Court that the plaintiff and one X. X., in the lifetime of the said X. X., were executors of the last will and testament of the said G. O., deceased; with this, that the plaintiff will verify that the said X. X. is deceased, and that he, the plaintiff, hath hereby become and is the surviving executor of the last will and testament of the said G. O., deceased, and hath the execution thereof, &c. (Or, "And the plaintiff brings into Court here the letters of administration of the Register of the County of ———, which give sufficient evidence to the Court here of the grant of administration to the plaintiff and the said X. X., deceased, as aforesaid, the date whereof is a day and year therein mentioned, to wit, the ——— day of ———, A. D. one thousand eight hundred and ———; with this, that the plaintiff will verify that the said X. X. is deceased, and that the plaintiff hath thereby become and is a surviving administrator as aforesaid.")

(29.) *Declaration in Assumpsit against a Married Woman—  
Feme Sole Trader.*

In the Court of Common Pleas of Blair County.

Henry Hand	}	No. —.
vs.		
Mary Mank, a <i>feme</i>		
sole trader.		

——— Term, 18—.

Blair County, ss.

Henry Hand, the plaintiff in this suit, by Martin Bell, his attorney, complains of Mary Mank, a *feme sole trader*, the defendant in

this suit, who has been summoned to answer the plaintiff in the plea of trespass on the case upon promises. For that, whereas, the said defendant, heretofore, to wit, on the first day of October, A. D. 1883, was, in compliance with her petition presented to the Court of Common Pleas of the county of Blair aforesaid (or as may be), and by virtue of the provisions of the Act of Assembly of May 4th, 1855, decreed a *feme sole* trader, with all the rights, privileges, and liabilities as such under the provisions of the Act of Assembly aforesaid; and, whereas, after the decree so made as aforesaid, the said defendant, by virtue of the decree aforesaid, and in her character as a *feme sole* trader, entered into and conducted a general mercantile business in the city of Altoona, in the county aforesaid, and having so entered into business as aforesaid, and so conducting the same as aforesaid, she afterwards, to wit, on the ——— day of ———, 18—, in the city of Altoona aforesaid, in the county aforesaid, became indebted in the sum of five hundred dollars for divers goods, wares, and merchandise by the said plaintiff to the said defendant, at the special instance and request of the said defendant in her character as a *feme sole* trader before that time sold and delivered. And being so thereof indebted, the defendant in consideration thereof, afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, then and there promised to pay the said sum of money to the plaintiff on request.

And also for that, whereas, the said defendant heretofore, to wit, on the first day of October, A. D. 1883, was, in compliance with her petition presented to the Court of Common Pleas of the county of Blair aforesaid (or as may be), and by virtue of the provisions of the Act of Assembly of May 4th, 1855, decreed a *feme sole* trader, with all the rights, privileges, and liabilities as such under the provisions of the Act of Assembly aforesaid. And, whereas, after the decree so made as aforesaid, the said defendant by virtue of the decree aforesaid, and in her character as a *feme sole* trader, on the ——— day of ———, 18—, at the county aforesaid, was indebted, &c. (Add common counts, and close as follows:) And, whereas, the said defendant afterwards, to wit, on the day and year last aforesaid, in the county aforesaid, in consideration of the premises then and there promised to pay the said last-mentioned several sums of money to the said plaintiff on request; yet the said defendant hath disregarded her promises, and hath not paid the said several sums of money, nor either of them, nor any part thereof; to the damage

of the plaintiff one thousand dollars; and thereupon he brings this suit, &c.

MARTIN BELL,  
Attorney for Plaintiff.

(30.) *Declaration in Assumpsit against a Married Woman,*  
*Act 3 April, 1872.*

In the Court of Common Pleas of Blair County.

William Thompson	}	No. —.
<sup>vs.</sup>		
Sarah Jane Queer.	}	Term, 18—.

Blair County, ss.

William Thompson, the plaintiff in this suit, by J. Horace Smith, his attorney, complains of Sarah Jane Queer, the defendant in this suit, who has been summoned to answer the plaintiff in a plea of trespass on the case upon promises. For that, whereas, the said defendant, a married woman, heretofore, to wit, on the ——— day of ———, A. D. 18—, in compliance with her petition presented to the Court of Common Pleas of the county aforesaid (or as may be), and by virtue of the provisions of an Act of Assembly, approved the third day of April, A. D. 1872, relative to the separate earnings of married women, was, by the Court aforesaid, invested with, and from the day and year last aforesaid, did assume the rights, privileges, duties, and liabilities of a *feme sole*; and, whereas, after being so invested with and assuming the rights, privileges, duties, and liabilities of a *feme sole* as aforesaid, she, by virtue of the premises, entered into and conducted a general mercantile business in the county aforesaid, and having so entered into the business as aforesaid, and so conducting the same as aforesaid, she, the defendant, afterwards, to wit, on the ——— day of ———, 18—, in the city of Altoona, in the county aforesaid, became indebted to the plaintiff in the sum of five hundred dollars for divers goods, wares, and merchandise by the said plaintiff to the said defendant at the special instance and request of the said defendant before that time sold and delivered, and being so thereof indebted, the defendant in consideration thereof, and by virtue of the premises afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, then and there promised to pay the said sum of money to the plaintiff on request.

And also for that, whereas, the said defendant, a married woman, heretofore, to wit, on the ——— day of ———, A. D. 18—, in

compliance with her petition presented to the Court of Common Pleas of the county aforesaid (or as may be), and by virtue of the provisions of an Act of Assembly, approved the third day of April, A. D. 1872, relative to the separate earnings of married women, was, by the Court aforesaid, invested with, and from the day and year last aforesaid, did assume the rights, privileges, duties, and liabilities of a *feme sole*; and, whereas, after being so invested with and assuming the rights, privileges, duties, and liabilities of a *feme sole* as aforesaid, she, by virtue of the premises, entered into and conducted a general mercantile business in the county aforesaid, and, having so entered into the business as aforesaid, and so conducting the same as aforesaid, she, afterwards, to wit, on the —— day of ——, 18—, in the city of Altoona, in the county aforesaid, became indebted, &c. (Add common counts, and close as follows:) And, whereas, the said defendant, afterwards, to wit, on the day and year last aforesaid, in the county aforesaid, in consideration of the premises and by virtue thereof, then and there promised to pay the said last-mentioned several sums of money to the said plaintiff on request; yet the said defendant hath disregarded her promises, and hath not paid the said last-mentioned several sums of money, nor either of them, nor any part thereof, to the damage of the plaintiff one thousand dollars, and thereupon he brings this suit, &c.

J. HORACE SMITH,

(Attach copy of account.)

Attorney for Plaintiff.

NOTE.—See *Borard v. Keltering*, Leg. Int., vol. xl. page 151.

(31.) *Declaration in Assumpsit against a Married Woman for Necessaries.*

In the Court of Common Pleas of Blair County.

A. B.	} No. 900.
<i>vs.</i>	
C. D. and L. D. his Wife.	} January Term, 1885.

Blair County, ss.

A. B., the plaintiff in this suit, by L. H., his attorney, complains of C. D. and L. D. his wife, the defendants in this suit, who have been summoned to answer the plaintiff in a plea of trespass on the case upon promises. For that, whereas, heretofore, to wit, on the first day of January, A. D. 1885, at the county aforesaid, the said L. D., theretofore, at that time, and now being the wife of the said C. D., became indebted to the said plaintiff in two hundred

dollars [§], for certain goods, wares, and merchandise, before that time sold and delivered by the plaintiff to the said L. D., at her special instance and request; and upon a contract wholly made with and upon a credit wholly given to her. And the plaintiff further avers that the goods, wares, and merchandise so sold and delivered as aforesaid to the said L. D. were goods, wares, and merchandise necessary for the support and maintenance of the family of the said C. D. and L. D. his wife, to wit, at the county aforesaid. By reason whereof, and by force of the Act of Assembly in that behalf made and provided, the said L. D. became liable to pay to the plaintiff the said sum of two hundred dollars when thereunto requested, and being so liable, she, the said L. D., afterwards, to wit, (on some day prior to the bringing of the suit), at the county aforesaid, in consideration of the premises, then and there promised to pay the said sum of money to the plaintiff on request. Yet neither she, the said L. D., nor the said C. D., hath paid the said sum of money, or any part thereof, though so to do, she, the said L. D., hath often been requested; but, to pay the same or any part thereof to the plaintiff, she hath hitherto refused and still doth refuse, to the damage of the plaintiff four hundred dollars, and thereupon he brings suit, &c.

L. H.,  
Attorney for Plaintiff.

(32.) *Declaration in Assumpsit against a Married Woman  
for Improvements.*

(Commence and proceed as in Form No. 31 to [§],) for certain work and labor and care and diligence by the plaintiff before that time performed and bestowed, in and about the improvement, and for the benefit of a certain messuage situate in said county, and being then and there the separate estate of the said L. D.; the work and labor and care and diligence so by the plaintiff performed and bestowed as aforesaid, being at the special instance and request of the said L. D., and upon a contract wholly made with, and upon a credit wholly given to her; and also in the further sum of two hundred dollars for certain material by the plaintiff before that time found and provided and used and applied in and about the improvement and for the benefit of the messuage aforesaid, at the like special instance and request of the said L. D., and upon a contract wholly made with, and upon a credit wholly given to her; and also in the further sum of two hundred dollars by the plaintiff before

that time lent and advanced to the said L. D. at her like special instance and request, and upon a contract wholly made with, and upon a credit wholly given to her, to be expended, and the same having been actually expended in and about the improvement and for the benefit of the aforesaid messuage; and also in the further sum of two hundred dollars by the plaintiff before that time paid, laid out, and expended to and for the use of the said L. D. in and about the improvement and for the benefit of the said messuage, at her like special instance and request, and upon a contract wholly made with, and upon a credit wholly given to her. By reason whereof, and by force of the Act of Assembly in that behalf, she, the said L. D., became liable to pay to the plaintiff the said sum of two hundred dollars when thereunto requested, &c. (Close as in Form No. 31.)

(33.) *Declaration in Assumpsit on Fire Insurance Policy.*

In the Court of Common Pleas of Blair County.

Howard Hammond	}	No. 650.
vs.		
The Slowpay Insurance		
Company.		
Blair County, ss.		January Term, 1885.

Howard Hammond, the plaintiff in this suit, by his attorney, H. M. Baldrige, complains of the defendant in this suit, who has been summoned to answer the plaintiff in a plea of trespass on the case upon promises. For that, whereas, heretofore, to wit, on the tenth day of November, A. D. 1883, at the county aforesaid, the defendant, on the application of the plaintiff, made a certain policy of insurance in writing, a copy of which is hereunto attached and to the Court shown, whereby the defendant, in consideration of twenty dollars to the defendant in hand paid by the plaintiff, the receipt whereof was thereby acknowledged, did insure the plaintiff against loss or damage by fire, to the amount of three thousand dollars, as follows, viz: "Two thousand dollars on his two-story, frame, shingle-roof dwelling-house, known as No. 1000, and situate on Twentieth Avenue, in the city of Altoona, county aforesaid, and one thousand dollars on household and kitchen furniture, beds, bedding, and wearing apparel therein contained." And the defendant, for the consideration aforesaid, did, by the said policy of insurance, promise and agree to make good and satisfy unto the plaintiff, his executors, administrators, and assigns, all such loss or damage, not exceeding

in amount the said sum of three thousand dollars, as should happen by fire to the property therein and herein above specified and described, from the tenth day of November, A. D. 1883, at twelve o'clock at noon, until the full end and term of one year thence next ensuing, which said term was to expire on the tenth day of November, A. D. 1884, at twelve o'clock at noon; the said loss and damage to be estimated according to the true and actual value of the property at the time such loss or damage should happen; and to be paid within sixty days after notice and proof thereof made by the plaintiff in conformity to the conditions annexed to the said policy; provided, always, and it was in and by the said policy declared, that the defendant should not be liable to make good any loss or damage by fire which might happen or take place by means of any invasion, insurrection, riot, or civil commotion, of any military or usurped power. And it was in and by the said policy further provided, that in case the plaintiff had made any other insurance against loss by fire on the property therein insured not notified to the defendant, and mentioned or endorsed upon said policy, then said insurance was to be void and of no effect. And if the plaintiff or his assigns should thereafter make any other insurance on the same property, and should not with all reasonable diligence give notice thereof to the defendant, and have the same endorsed on said policy, or otherwise acknowledged by the defendant in writing, the same should cease and be of no further effect. And that in case of any other insurance upon the property therein insured, whether prior or subsequent to the date of said policy, the plaintiff should not in case of loss or damage be entitled to demand or recover of the defendant on said policy any greater portion of the loss or damage sustained than the amount thereby insured should bear to the whole amount. And it was in the said policy agreed and declared to be the true intent and meaning of the parties thereto, that in case the building therein mentioned should at any time after the making and during the time said policy would otherwise continue in force, be appropriated, applied, or used to or for the purpose of carrying on or exercising therein any trade, business or vocation denominated hazardous or extra hazardous, or specified in the memorandum of special rates in the proposals annexed to the said policy, or for the purpose of storing therein any of the articles, goods, or merchandise in the same proposals denominated hazardous or extra hazardous, or included in the memorandum of special rates, unless therein otherwise specially provided or there

after agreed to by the defendant in writing, to be added to or endorsed upon said policy, then and from thenceforth so long as the same should be so appropriated, applied, or used, the said policy should cease and be of no force or effect. And it was, moreover, in and by the said policy, declared that said insurance was not intended to apply to or cover any books of account, written securities, deeds, or other evidences of title to lands, nor to bonds, bills, notes, or other evidences of debt, nor to money or bullion. And the said policy was made and accepted in reference to the terms and conditions thereto annexed, which were to be used and resorted to in order to explain the rights and obligations of the parties thereto, in all cases not therein otherwise specially provided for. And it was in and by the said policy further provided that said insurance (the risk not being changed) might be continued for such further term as should be agreed on; a premium being paid and endorsed on said policy, or a receipt being given for the same; and it was further provided that the interest of the assured in said policy was only assignable by the written consent of the defendant, and in case of any transfer or termination of the interest of the assured either by sale or otherwise, without such consent, said policy should thenceforth be void and of none effect.

And the plaintiff avers that the conditions in the said policy referred to were and are in the words following, that is to say (here set out the conditions of the policy).

(In case of a renewal of the policy, and a loss under such renewal, say: "And the plaintiff further avers that on his application the said policy of insurance was duly renewed by the defendant and continued thereby in full force and effect from time to time, until, to wit, the ——— day of ———, A. D. 18—, on which last-mentioned day the plaintiff, at the county aforesaid, made another application to the defendant for the renewal and continuance of the policy aforesaid; and the defendant then and there, to wit, on the day and year last aforesaid, at the county aforesaid, in consideration of ——— dollars, paid to defendant by plaintiff, the receipt whereof was acknowledged in writing, the said policy was by defendant continued in force for the sum of ——— dollars for one year, to wit, from the ——— day of ——— until the ——— day of ——— at noon.")

And thereupon, afterwards, to wit, on the day and year last aforesaid, at the county aforesaid, in consideration that the plaintiff at the request of the defendant had then and there paid to the defen-



dant the sum of twenty dollars, as aforesaid, as a premium for the insurance of three thousand dollars of and upon the premises and property in said policy of insurance mentioned, and had then and there promised the defendant to perform and fulfil all things in the said policy of insurance, and the conditions thereto annexed contained, on the part and behalf of the said insured, to be performed, fulfilled, and kept, the defendant then and there promised the plaintiff that it, the defendant, would become and be an insurer to the plaintiff of said sum of three thousand dollars, upon the premises and property in the said policy of insurance mentioned and described, and would perform and fulfil all things in said policy of insurance mentioned on its part and behalf, as such insurer, to be performed and fulfilled; and the defendant then and there became and was an insurer to the plaintiff of the said sum of three thousand dollars upon the said premises and property in the said policy of insurance mentioned, to wit, at the county aforesaid.

And the plaintiff avers that at the time of making of the said policy of insurance, as aforesaid, and from thence until the loss and damage hereinafter mentioned, he had an interest in the said insured premises and property to a large amount, to wit, to the amount of all the money by him insured thereon, to wit, at the county aforesaid; and that afterwards, to wit, on the fourth day of July, A. D. 1884, the said premises and property in the said policy of insurance mentioned were burned, consumed, and destroyed by fire, which did not happen by any invasion, insurrection, riot, or civil commotion, or of any military or usurped power. Whereby the plaintiff sustained damages to a large amount, to wit, the amount of money thereon assured, to wit, at the county aforesaid.

And the plaintiff further avers that the said premises and property in the said policy mentioned, at the time of making thereof, or at any time since, were not insured in any other office than the defendants' (or as may be—if there is other insurance here, state it, giving companies, amounts of insurance in each, &c. &c.).

And the plaintiff further avers that the building in the said policy mentioned was not at any time during the continuation thereof appropriated, applied, or used to or for the purpose of carrying on or exercising therein any trade, business, or vocation, denominated hazardous, or extra hazardous, or specified in the memorandum of special rates in the proposals annexed to said policy, or for the purpose of storing therein any of the articles,

goods, or merchandise in the said proposals denominated hazardous or extra hazardous, or included in the said memorandum of special rates, unless otherwise specially provided for in said policy.

And the plaintiff further avers that he forthwith, after the said loss, to wit, on the fourth day of July, A. D. 1884, gave notice to the defendant, and as soon thereafter as possible, to wit, on the ninth day of July, A. D. 1884, at the county aforesaid, did deliver to the defendant as particular an account of his loss and damage as the nature of the case would admit, signed by the plaintiff, and accompanied the same with the oath of the plaintiff. That said account was in all respects just and true; and showing in said account the value of the premises and property insured, and in what manner the building insured was occupied at the time of the loss, and when and how the fire originated so far as he knew or believed, and his interest in the property insured at the time of the loss or damage aforesaid; and that annexed to the said account, and therewith delivered, was a certificate under the hand and seal of a notary public most contiguous to the place of fire, and not concerned in the loss, therein stating that he was acquainted with the character and circumstances of the insured, and that he verily believed that the said insured had by misfortune, and without fraud or evil practice, sustained loss and damage on the premises and property to the extent of three thousand five hundred dollars.

And the plaintiff further avers that, although he has in all things observed, performed, and fulfilled all and singular matters and things, which on his part were to be observed, performed, and fulfilled, according to the form and effect of said policy of insurance; and, although he has sustained loss and damage on account of said fire to a large amount, to wit, to the amount of three thousand five hundred dollars and upwards, as aforesaid, yet the defendant has not paid to the plaintiff the said sum of money so by the defendant insured, as aforesaid, or repaid or reimbursed the said loss sustained by the said fire as aforesaid, although often so requested, or any part thereof; but the sum so insured as aforesaid, and the said loss, and every part thereof, still remains wholly in arrear and unpaid, contrary to the form and effect of the said policy of insurance so by the defendant in that behalf made as aforesaid. To the damage of the plaintiff of six thousand dollars, and therefore he brings suit, &c.

H. M. BALDRIDGE,  
Plaintiff's Attorney.

(34.) *Declaration in Assumpsit against Carrier for loss of Goods.*

In the Court of Common Pleas of Blair County.

A. B.	}	No. —.
vs.		
C. D.		

Term 18—.

A. B., the plaintiff in the suit, by E. F., his attorney, complains of C. D., the defendant in this suit, who has been summoned to answer the plaintiff in a plea of trespass on the case upon promises.

For that, whereas, the defendant, before and at the time of the making of his promise hereinafter mentioned, was a common carrier of goods and chattels for hire, in and by a certain (naming conveyance) from a certain place, to wit, from ——— to a certain other place, to wit, to ———, at, &c. And the defendant being such carrier as aforesaid, the plaintiff heretofore, to wit, on, &c., at, &c., at the request of the defendant, caused to be delivered to the defendant, so being such carrier as aforesaid, at, &c., certain goods and chattels, to wit, &c. (describe them minutely), of the plaintiff, of great value, to wit, of ——— dollars, to be taken care of, and safely and securely carried and conveyed by the defendant, as such carrier as aforesaid, in and by the said (naming conveyance), from, &c., aforesaid, to, &c., aforesaid, and there, to wit, at, &c., aforesaid, to be safely and securely delivered by the defendant for the plaintiff, and in consideration thereof, and of certain reward to the defendant in that behalf, he, the defendant, being such carrier as aforesaid, then and there, to wit, on the day and year aforesaid, at, &c., promised the plaintiff to take care of the said goods and chattels, and safely and securely to carry and convey the same, in and by the said (naming conveyance), from, &c., aforesaid, to, &c., aforesaid, and there, to wit, &c., aforesaid, safely and securely to deliver the same for the plaintiff. And, although the defendant, as such carrier as aforesaid, then and there had and received the said goods and chattels for the purpose aforesaid, yet the defendant, not regarding his duty as such carrier, nor his said promise so made as aforesaid, hath not taken care of the said goods and chattels, or safely or securely carried or conveyed the same, from, &c., aforesaid, to, &c., aforesaid, nor hath there, to wit, at, &c., aforesaid, safely or securely delivered the same for the plaintiff; but, on the contrary thereof, he, the defendant, being such carrier as aforesaid, so carelessly and negligently behaved and conducted himself with respect to the said goods and chattels aforesaid, that by and through the mere careless-

ness, negligence, and improper conduct of the defendant and his servants in this behalf, the said goods and chattels being of the value aforesaid, afterwards, to wit, the day and year aforesaid, at, &c., aforesaid, became and were wholly lost to the plaintiff, to wit, &c., aforesaid. (Add counts for money had and received, and upon an account stated.)

(35.) *Declaration in Assumpsit on Breach of Promise to Marry.*

In the Court of Common Pleas of Blair County.

A. B. } No. —.  
   <sup>vs.</sup> }  
 C. D. } ——— Term, 18—.

Blair County, ss.

A. B., the plaintiff in this suit, by B. L. Hewitt, her attorney, complains of the defendant in this suit, who has been summoned to answer the plaintiff in a plea of trespass on the case upon promises. For that, whereas, heretofore, to wit, on the ——— day of ———, 18—, at the county of Blair, in consideration that the plaintiff being then and there sole and unmarried, at the request of the defendant, had then and there promised the defendant to marry him, the defendant, when she, the said plaintiff, should be afterwards requested, he, the defendant, promised to marry the plaintiff, when the defendant should be thereunto afterwards requested. And the plaintiff avers that she, confiding in the said promise of the defendant, hath always from thence hitherto remained and continued and still is sole and unmarried, and hath been, for and during all the time aforesaid, and still is ready and willing to marry him, the defendant, to wit, at the county aforesaid, whereof the defendant hath always there had notice.

And, although the plaintiff, after the making of the said promises of the defendant, to wit, on the day and year aforesaid, at the county aforesaid, requested the defendant to marry the plaintiff, yet the defendant, not regarding his said promise, but contriving and fraudulently intending to deceive and injure the plaintiff in this aspect, did not nor would, at the time when he was so requested, as aforesaid, or at any time before or afterwards, marry the plaintiff, but hath hitherto wholly neglected and refused, and still doth neglect and refuse so to do, to wit, at the county aforesaid.

And, whereas, also, heretofore, to wit, on the ——— day of ———, 18—, at the county aforesaid, in consideration that the

plaintiff being then and there unmarried, at the request of the defendant, had then and there promised the defendant to marry him, he, the defendant, promised the plaintiff to marry her, the plaintiff, in a reasonable time then next following. And the plaintiff avers that, confiding in said last-mentioned promise of the defendant, she, the plaintiff, has always hitherto remained and continued, and still is sole and unmarried, and hath been, and for and during all the time last aforesaid, and still is ready and willing to marry the defendant, to wit, at the county aforesaid, whereof the defendant hath always had notice; and, although a reasonable time for the defendant to marry her, the plaintiff, hath elapsed since the making of the said last-mentioned promise of the defendant, and, although the plaintiff after the lapse of such reasonable time, to wit, on the — day of —, 18—, at the county aforesaid, requested the defendant to marry the plaintiff, yet the defendant, not regarding his said promise, did not nor would, within such reasonable time, as aforesaid, or when so requested as aforesaid, or at any other time, marry the plaintiff, but hath wholly neglected and refused so to do, to wit, at the county aforesaid.

And whereas, also, heretofore, to wit, on the — day of —, 18—, at the county aforesaid, in consideration that the plaintiff, being then and there sole and unmarried, at the request of the defendant, had then and there promised the defendant to marry him on the (state the time), he, the defendant, promised the plaintiff to marry the plaintiff on (state the time). And the plaintiff avers that she, confiding in said promise of defendant on (state the time), after the making of said promise of defendant, and before and ever since, to wit, at the county aforesaid, was and has been ready and willing to marry the defendant, whereof the defendant then and there had notice. Yet the defendant, not regarding his said promise, did not nor would, on (state the time), after the making of his said promise, or at any time before or afterwards, marry the plaintiff, but hath hitherto wholly neglected, and still doth neglect so to do; and afterwards, to wit, on the — day of —, 18—, at the county aforesaid, wholly declined and refused to marry the plaintiff, and wholly discharged her from the performing of her said promise, to wit, at the county of Blair aforesaid, to the damage of the plaintiff — dollars, &c.

(36.) *Declaration in Assumpsit for not Delivering Goods at a Particular Place.*

(Commence as in Form No. 1.)

For that, whereas, heretofore, to wit, on the ——— day of ———, 18—, at the county aforesaid, the plaintiff, at the request of the defendant, bargained for and agreed to buy of the defendant certain goods, to wit (——— bushels of wheat), upon the following terms, to wit, such wheat should be of fair quality and color, and of the weight of ——— pounds per bushel, and should be delivered for the plaintiff within a reasonable time, free of expense, to him on board the cars of the ——— railroad, at ———, to be carried and conveyed thereby from thence to ———, at a freight not exceeding ——— cents per bushel, and that the plaintiff should pay the defendant for the said wheat at and after the rate of ——— cents for each and every bushel thereof; and thereupon, in consideration of the premises, and also in consideration that the plaintiff, at the request of the defendant, had then and there promised the defendant to accept a delivery of the said goods, so as aforesaid, and to pay the defendant for the same at the rate in that behalf aforesaid, the defendant on the day and year aforesaid, at the county aforesaid, promised the plaintiff that he, the defendant, would, within a reasonable time then next following, procure to be delivered and shipped for the plaintiff in manner aforesaid, the said goods to be so carried and conveyed as aforesaid, and although a reasonable time for that purpose hath long since elapsed, and the plaintiff was always during that time and until the commencement of this action, ready and willing to have accepted a delivery and shipment of such goods as aforesaid, and to have paid the defendant for the same, at the rate in that behalf aforesaid, to wit, at the county aforesaid, whereof the defendant then and there had notice; yet the defendant did not, although often requested so to do, within such reasonable time as aforesaid, or at any time since, procure to be delivered or shipped for the plaintiff, in manner aforesaid or otherwise, the said goods or any other goods whatever, but on the contrary thereof, the defendant hath hitherto refused and still refused so to do; by means whereof the plaintiff hath been deprived of sundry great gains and profits, which he might and otherwise would have acquired to himself by reselling the said goods at much higher and advanced prices, to wit, at the county aforesaid. To the damage, &c. &c.

(37.) *Declaration in Debt on Bond, with Warrant of Attorney to Confess Judgment.*

In the Court of Common Pleas of Blair County.

A. B. } No. 1000.  
       <sup>vs.</sup>  
 C. D. } January Term, A. D. 1885.

Note (or bond)	.	.	.	.	\$500	00
Interest	.	.	.	.	30	00
Commission	.	.	.	.	25	00
						<hr/>
Real debt	.	.	.	.	\$555	00

Blair County, ss.

The claim and demand of the plaintiff in the above-stated case is founded upon a writing obligatory, with warrant of attorney, executed and delivered by the defendant to the plaintiff on the first day of January, A. D. 1884, and which said writing obligatory is as follows, to wit:—

(Copy.)

\$500

Altoona, Pa., January 1st, 1884.

One year after date, I promise to pay to A. B., or his assigns, the sum of five hundred dollars, without defalcation, for value received, with interest from date.

And I hereby waive inquisition upon any real estate that may be levied on by virtue of any writ of *fiery facias* issued upon any judgment obtained upon this obligation; and I agree that such real estate shall be sold on said writ. And I waive also every right to claim, for any property, any statutory exemption from levy and sale on any execution issued on said judgment. And further, I do hereby authorize and empower any attorney of any Court of record within the United States or elsewhere to appear for me, and after one or more declarations filed, confess judgment against me as of any term, for the above sum, subject to the said conditions, and for me waiving the rights above specified, with costs of suit and an attorney's commission of five per cent. for collection, and with release of all errors.

Witness my hand and seal.

C. D. [SEAL.]

Witness: E. F.

Which said sum in said recited obligation, the said plaintiff certifies to be still due and unpaid.

S. S. BLAIR,  
 Plaintiff's Attorney.

Blair County, ss.

Now, January 2, 1885, by virtue of the above-recited warrant of attorney, I hereby appear for the said defendant, and confess judgment against him and in favor of the said plaintiff for the sum of five hundred and fifty-five dollars, being amount of said writing obligatory, with interest to date, and five per cent. attorney's commission (being twenty-five dollars) added, with like effect as if said judgment had been duly rendered upon the lawful verdict of a jury, with costs of suit, interest, and release of errors, waiving inquisition, exemption, and stay of execution, according to the tenor of said note.

S. S. BLAIR,  
Defendant's Attorney.

NOTE.—In some counties the practice requires that the original obligation be attached to the declaration; in others a copy is sufficient. The above is a general form of declaration and confession on a judgment bond or note containing a waiver of the exemption laws of the Commonwealth, &c., and any changes necessary will readily suggest themselves.

(38.) *Declaration in Debt on a Simple Contract.*

In the Court of Common Pleas of Blair County.

A. B. } No. —.  
vs. }  
C. D. } ——— Term, 18—.

Blair County, ss.

A. B., the plaintiff in this suit, by Frederic Jeakel, his attorney, complains of C. D., the defendant in this suit, who has been summoned to answer the plaintiff in an action of debt. And he demands of the defendant the sum of five hundred dollars, which he owes to and unjustly detains from the plaintiff. For that, whereas, the defendant heretofore, to wit, on the first day of January, A. D. 1885, in the county aforesaid, was indebted to the plaintiff in the sum of five hundred dollars, for the price and value of goods then and there sold and delivered by the plaintiff to the defendant at his request, to be paid by the defendant to the plaintiff on request; yet the defendant (although often requested) hath not as yet paid the sum of five hundred dollars above demanded, or any part thereof to the plaintiff, but so to do hath hitherto wholly refused, and still refuses, to the damage of the plaintiff one thousand dollars, and therefore he brings this suit, &c.

FREDERIC JEAKEL,  
Attorney for Plaintiff.



(39.) *Declaration in Debt on a Common Bond.*

In the Court of Common Pleas of Blair County.

A. B.	}	No. —.
vs.		
C. D.		

Term, 18—.

Blair County, ss.

A. B., the plaintiff in this suit, by ———, his attorney, complains of C. D., the defendant in this suit, who has been summoned to answer the plaintiff, in an action of debt, and the plaintiff demands of the defendant the sum of ——— dollars (the penalty in the bond), which he owes to and unjustly detains from the plaintiff. For that, whereas, the defendant heretofore, to wit, on the ——— day of ———, 18—, at ———, in the county aforesaid, by his certain writing obligatory, sealed with his seal, and now shown to the Court, the date whereof is the day and year aforesaid, acknowledged himself to be held and firmly bound unto the plaintiff in the sum of ——— dollars above demanded, to be paid to the plaintiff; yet the defendant, although often requested so to do, hath not as yet paid the sum of ——— dollars above demanded, or any part thereof to the plaintiff, but hath neglected and refused, and still neglects and refuses so to do, to the damage of the plaintiff of ——— dollars, and therefore he brings his suit, &c.

(40.) *Declaration in Debt on Bond of Sheriff for False Return.*

In the Court of Common Pleas of Blair County.

The Commonwealth of Pennsylvania for the use (or at the sugges- tion) of A. B. as plaintiff,	}	No. 400. January Term, 1885.
vs.		
C. D., E. F., and G. H.		

Blair County, ss.

The Commonwealth of Pennsylvania, who sues for the use of A. B., as plaintiff, by H. H., her attorney, complains of C. D., E. F., and G. H., as defendants, of a plea that they render to the said Commonwealth, for the use aforesaid, the sum of twenty thousand

dollars which they owe to and unjustly detain from the said Commonwealth, for the use aforesaid. Whereupon the said Commonwealth complains of the defendants in a plea of debt, for that, whereas, the defendants by their certain writing obligatory, with their seals sealed and to the Court here shown, the date whereof is the ——— day of ———, A. D. 18—, according to the Act of Assembly in such case made and provided, did on the day and year aforesaid, at the county aforesaid, acknowledge themselves held and firmly bound unto the Commonwealth of Pennsylvania in the sum of twenty thousand dollars, to be paid to the said Commonwealth, for the uses, intents, and purposes declared and appointed by law, which said writing obligatory was and is subject to certain conditions thereunder written, whereby, after reciting to the effect following, that whereas, the above-named C. D. had been duly elected High Sheriff of Blair County aforesaid, it was provided in and by said condition, that if the said C. D. as High Sheriff of said county of Blair, should and did without delay, according to law, well and truly serve and execute all writs and process of the Commonwealth to him directed, and should and would from time to time, upon request to him for that purpose made, well and truly pay or cause to be paid to the several suitors and parties interested in the execution of such writs and process, their lawful attorneys, factors, agents, or assigns, all and every sum and sums of money to them respectively belonging which should come to his hands and should and would from time to time and at all times, during his continuance in office as Sheriff aforesaid, well and faithfully execute and perform all and every the trusts and duties to the said office appertaining, then the said writing obligatory to be void, or else to be and remain in full force and virtue. And which said writing obligatory, with the conditions aforesaid thereunder written, was then and there received by the Commonwealth of Pennsylvania as the official bond of the said C. D., as High Sheriff of the county of Blair aforesaid, with the said E. F. and G. H. as his sureties in the premises; and thereupon the said C. D. took upon himself to discharge the duties of, and was then and there Sheriff of said county (until the expiration of three years from, &c., and until his successor was duly elected and qualified, and) until after the misconduct of the said C. D., as Sheriff of said county, hereinafter complained of. Yet the said A. B. in fact says, that the said C. D. did not faithfully execute and perform all and every the trusts and duties to the said office appertaining and as required of him as Sheriff aforesaid,

and according to the conditions of the said writing obligatory, but during the time for which he was elected to fill said office of Sheriff as aforesaid wholly neglected and refused so to do[\*]. For that, whereas, heretofore, to wit, on the ——— day of ———, 18—, at the county aforesaid, by the consideration and judgment of the Court of Common Pleas of Blair County aforesaid, the said A. B. recovered against K. L. a certain judgment to No. 100, January Term, A. D. 1884, of the sum of five hundred dollars and costs and charges sustained by him, &c., whereof the said K. L. was convicted, as by the record and proceedings thereof in the said action remaining in the said Court more fully appear. And whereas, also, heretofore, to wit, on the ——— day of ———, A. D. 18—, the said A. B. caused to be issued upon the judgment aforesaid, and against the said K. L., a certain writ of *feri facias* to No. —, ——— Term, A. D. 18—, directed to the said C. D., as Sheriff aforesaid, by which said writ of *feri facias* the said Sheriff was commanded that of the goods and chattels, lands and tenements of the said K. L., defendant aforesaid, in his bailiwick he should cause to be made the said sum of five hundred dollars so recovered as aforesaid as well as ——— dollars damages, and also the sum of ——— dollars adjudged to the said A. B. for his costs and charges as aforesaid, as by the record appears; and that he, the said Sheriff, should have before the Judges at Hollidaysburg, at the said Court of Common Pleas there to be held on the ——— Monday in ——— next, the said money, as well the debt as damages and costs, and should have then and there said writ. And the said A. B. avers that the said writ of *feri facias*, as also the judgment on which it was issued, were in due form of law and in full force and effect, and was unsatisfied in whole and in part, and while said judgment was so in full force and effect, and not satisfied, either in whole or in part, to wit, on the day aforesaid, at the county aforesaid, the said writ of *feri facias*, being in due form of law as aforesaid, was delivered to the said C. D., to be by him executed in due form of law, he then being Sheriff of said county, and from thenceforth until his said term of three years as aforesaid, and his successor elected and qualified, continued to be Sheriff of said county. [§]

And the said A. B. avers that there was then, and afterwards, and before the return of the said writ of *feri facias*, divers goods and chattels, lands and tenements, of the said K. L., within the bailiwick of the said C. D., Sheriff as aforesaid, whereof the said C. D., as Sheriff as aforesaid, could and might, and ought to have

levied the said writ of *feri facias*, directed to be levied as aforesaid, whereof the said C. D., so being Sheriff as aforesaid, had notice: Yet, the said C. D., not regarding the trusts and duties of his said office as Sheriff, but contriving, and wrongfully and wickedly intending to injure the said A. B. in this behalf, and to defraud him of the moneys so directed to be made and levied as aforesaid, and of the means of obtaining the same did not, nor would at any time before the return of the said writ, make or cause to be made the moneys aforesaid or any part thereof, but wholly neglected and refused so to do, and therein failed and made default; and at the return of the said writ of *feri facias*, to wit, on the day and year aforesaid, at the county aforesaid, falsely and deceitfully returned to the said Court of Common Pleas of Blair County aforesaid, the said writ with an endorsement thereon, that he could find in his bailiwick no property of the said K. L. whereof to levy said writ of *feri facias*, as by the said writ and return thereof, remaining of record in said Court will fully appear, and the said A. B. avers that there were divers goods and chattels, lands and tenements in the said county of Blair during the lifetime of the said writ of *feri facias* and while it was in the hands of the said C. D. as Sheriff as aforesaid, of the said K. L. liable to execution as aforesaid, to wit (here name such property), upon which the said C. D. might and ought to have levied said writ of *feri facias*, of which the said C. D., as Sheriff as aforesaid, had notice, and out of which he might have made the money due on said writ of *feri facias* as aforesaid, by means whereof the said A. B. was greatly injured and deprived of the means of obtaining the said moneys so directed to be made and levied as aforesaid, and which are wholly unpaid, and the said A. B. is likely to lose the same, to wit, at the county aforesaid. [‡] By means of which said premises the said A. B. hath sustained damages to a large amount, to wit, of ——— dollars; and thereby an action hath accrued to the Commonwealth of Pennsylvania to demand and have of and from the defendants to the use of A. B. as plaintiff the said sum of ——— dollars: Yet the defendants, although often requested, have not, nor hath either of them, paid the said sum or any part thereof, but have neglected and refused and still neglect and refuse so to do; to the damage of the Commonwealth for the use of A. B. as aforesaid, of ——— dollars. Whereupon the Commonwealth brings suit, &c.

(Attach copy of bond.)

(41.) *Declaration in Debt on Bond of Sheriff for refusing to execute Writ.*

(Commence and proceed as in Form No. 40 to [§].)

—— and so being and continuing to be sheriff, as aforesaid, he, the said C. D., afterwards, by virtue of the said writ of *feri facias*, to wit, on the —— day of ——, 18—, at the county aforesaid, upon certain goods and chattels, to wit (here name the property levied upon), being of the value of about —— dollars, and being the property of the defendant in the said writ; which said goods and chattels so levied upon the said A. B. avers would have been amply sufficient to satisfy said writ of *feri facias*, if the same had been exposed to sale, and sold by the virtue thereof, and the levy made thereunder. Yet the said C. D., continuing to be Sheriff as aforesaid, during the lifetime of the said writ of *feri facias*, continually neglected, from the time the same was delivered to him, to execute as aforesaid, until the return day of the same, and has ever since neglected and wilfully omitted to further execute the said writ, according to its tenor and in accordance with his trusts and duties in that behalf, by advertising or offering for sale the said goods and chattels so levied upon as aforesaid by him as Sheriff as aforesaid. By reason whereof, the said A. B. has been deprived of the benefit of the levy made upon the goods and chattels aforesaid, by the said C. D., as Sheriff as aforesaid, and the said A. B. has not been paid his debt, damages, and costs, or any part thereof. (Here insert other and additional breaches as the same may have occurred, or as may be deemed necessary.) By means whereof the said A. B. hath sustained damages to a large amount, to wit, of —— dollars, and by reason of the neglect and misconduct of the said C. D. as Sheriff as aforesaid, and by reason of the non-performance by him, the said C. D., as Sheriff as aforesaid, of his trusts and duties in that behalf, an action hath accrued to the Commonwealth of Pennsylvania to demand and have of and from the defendants to the use of A. B. as plaintiff, the said sum of —— dollars; yet the defendants, although often requested, have not, nor hath either of them, paid the said sum nor any part thereof, but have neglected and refused, and still neglect and refuse so to do, to the damage of the Commonwealth for the use of A. B. as aforesaid of —— dollars, whereupon the Commonwealth brings suit, &c.

(Attach copy of bond.)

(42.) *Declaration in Debt on Bond of Sheriff for Levying upon and Selling the Goods of a Stranger.*

(Commence and proceed as in Form No. 40 to [\*].)

For that, whereas, heretofore, to wit, on the ——— day of ———, 18—, at the county aforesaid, a certain writ of *feri facias* to No., &c., of the Court of Common Pleas of Blair County aforesaid, and issuing on a certain judgment in said Court obtained to No., &c., for ——— dollars against one F. F. as defendant, at the suit of H. H. as plaintiff, was placed in the hands of said C. D., Sheriff aforesaid, by which said writ of *feri facias* the said sheriff was commanded that of the goods and chattels, lands, and tenements in his bailiwick of the said F. F., defendant in said execution, he should cause to be made the said sum of ——— dollars so as aforesaid recovered, with the damages and costs adjudged to said H. H. in that behalf, as by the record appears; and the said A. B. avers that while the said writ of *feri facias* was so in the hands of said C. D., sheriff as aforesaid, and was in full force and effect, he, by virtue and under color thereof, levied upon and took possession of certain goods and chattels of said A. B., not being the defendant in said execution, and an entire stranger to said writ of *feri facias*, as being the property of said F. F., to wit (here mention and set forth the property levied upon and sold), which said goods and chattels so levied upon, he, the said C. D., so being Sheriff as aforesaid, on the ——— day of ———, A. D. 18—, at the county aforesaid, by virtue of the aforesaid writ of *feri facias* and under color thereof, and against the notice and protest of said A. B., and not regarding the trusts and duties of his said office as Sheriff, but contriving and wickedly intending to injure said A. B. in this behalf, sold and then there deprived the said A. B. of the use, ownership, and enjoyment of the same. (Close as in Form No. 40 from [†].)

(43.) *Declaration in Debt on Bond of Administrator.*

(Commence as in Form No. 40.)

For that, whereas, the defendants by their certain writing obligatory, with their seals sealed, and to the Court here shown, the date whereof is the ——— day of ———, 18—, according to the Act of Assembly in such case made and provided, did on the day and year aforesaid, at the county aforesaid, acknowledge themselves

held and firmly bound unto the Commonwealth of Pennsylvania in the sum of —— dollars, to be paid to the said Commonwealth for the uses, intents, and purposes declared and appointed by law, which said writing obligatory was and is subject to certain conditions thereunder written, whereby, after reciting to the effect following, that if the said C. D., administrator of all and singular the goods, chattels, rights, and credits of R. R., late of ——, in the said county, deceased, does make or cause to be made a true and perfect inventory of all and singular the goods, chattels, rights, and credits of the said R. R., which shall come to the hands, possession, or knowledge of the said C. D., or into the hands or possession of any other person or persons for him, and the same so made do exhibit or cause to be exhibited, in the Register's Office in the county aforesaid within thirty days of the date thereof; and the same goods and chattels, rights and credits, and all other goods, chattels, rights, and credits of the said C. D., deceased, at the time of his death, or which at any time after should come to the hands and possession of the said C. D., administrator as aforesaid, or into the hands or possession of any other person or persons for him, should well and truly administer according to law, and further should make or cause to be made a true and just account of his said administration within one year from the date thereof, or when thereunto legally required, and all the rest and residue of the said goods, chattels, rights, and credits, which should be found remaining upon the said administration account (the same being first examined and allowed by the Orphans' Court of the said county), should deliver and pay unto such person or persons as the said Orphans' Court by their decree or sentence should limit and appoint; and should well and truly comply with the laws of this Commonwealth relating to collateral inheritances; and it should thereafter appear that any last will and testament was made by the said R. R., deceased, and the same should be proved according to law, if the said C. D., administrator as aforesaid, being thereunto required, should surrender the said letters of administration into the Register's Office aforesaid, then the said obligation to be void, otherwise to remain in full force and virtue. And which said writing obligatory, with the conditions aforesaid thereunder written, was then and there received by the Commonwealth of Pennsylvania, as the bond of the said C. D., administrator of R. R., deceased, and as such was duly approved, with the said E. F. and G. H. as his sureties in the premises; and thereupon the said C. D. took upon

himself to discharge the duties of, and was then and there administrator of all and singular the goods, chattels, rights, and credits of the said R. R., deceased, and so continued to be administrator as aforesaid, from, &c., until after the commission of the grievances and misconduct of the said C. D., as such administrator hereinafter complained of, yet the said A. B., in fact, says that the said C. D. did not faithfully discharge all the duties required of him as administrator as aforesaid, according to the conditions of the said writing obligatory, but during the time he was such administrator, as aforesaid, wholly neglected and refused so to do. For that, whereas, heretofore, to wit, at the county aforesaid. (Here set forth fully the breaches complained of as thus: that the said C. D., administrator as aforesaid, has broken his covenants, and has not kept and performed the same in this; that the said C. D. did not make or cause to be made a true and perfect inventory of all and singular the goods and chattels, rights and credits of the said deceased which have come to his hands, possession, and knowledge, and has failed the same to exhibit or cause to be exhibited in the Register's Office in the said county of ———, though more than thirty days have elapsed since he took upon himself to discharge the duties of administrator aforesaid, and since the date of the writing obligatory aforesaid. And for further breach of the conditions of the said writing obligatory, the said A. B. avers that the said C. D. did not, as administrator of R. R., deceased, make a true and just account of his said administration within one year from the date of the aforesaid writing obligatory.) And the said A. B. further avers that the said C. D. did not faithfully discharge the duties required of him by law, and the conditions of the said writing obligatory, as administrator as aforesaid, and that he, the said A. B., has been injured by the neglect and misconduct of the said C. D. as administrator as aforesaid, and by reason of the non-performance by him, the said C. D., of his duties in that behalf, and has by reason of the premises sustained damages to a large amount, to wit, of ——— dollars; and thereby an action has accrued to the Commonwealth of Pennsylvania to demand and have of and from the defendants to the use of A. B. as plaintiff, the said sum of ——— dollars. Yet the defendants, although often requested, have not nor hath either of them paid the said sum or any part thereof, but have neglected and refused, and still neglect and refuse so to do, to the damage of the Commonwealth for the use of A. B. as aforesaid of ——— dollars, whereupon the Commonwealth brings suit, &c.

(Attach copy of bond.)



(44.) *Declaration in Debt on Bond of Guardian.*

(Commence as in Form No. 40.)

For that, whereas, heretofore, to wit, on the ——— day of ———, A. D. 18—, at an Orphans' Court held in and for the county aforesaid, R. R., a minor child of S. R., late of ———, deceased, over the age of fourteen years, presented his petition to the said Court, praying for the appointment of the C. D., as guardian of his person and estate, and then and there made personal choice of the said C. D. as such guardian, whereupon the said C. D. was by the said Court so appointed guardian as prayed for, and the custody of the person and property of the said minor was committed to the said C. D., who thereupon took upon himself the burden and duties of such guardianship, and thereupon then and there, to wit, on the day and year last aforesaid, at the county aforesaid, according to the Act of Assembly in such case made and provided, and pursuant to the order and approval of the said Court in that behalf, he, the said C. D., E. F., and G. H., by their certain writing obligatory, with their seals sealed, and to the Court here shown, the date whereof is the day and year last aforesaid, acknowledged themselves to be held and firmly bound unto the Commonwealth of Pennsylvania in the sum of ——— dollars for the uses, intents, and purposes declared and appointed by law, which said writing obligatory was and is subject to certain conditions thereunder written, whereby, after reciting to the effect following, that, whereas, the above-named C. D. had been appointed by the Orphans' Court aforesaid guardian of the said R. R., as aforesaid, it was provided in and by said condition, that if the said C. D., guardian of R. R., a minor child of S. R., late of ———, deceased, should at least once in every three years, and at any other time when required by the Orphans' Court for the county of ——— aforesaid, render a just and true account of the management of the property and estate of the said minor under his care, and should also deliver up the said property agreeably to the order and decree of the said Court, or the directions of law, and should in all respects faithfully perform the duties of guardian of the said R. R., then the above obligation to be void, otherwise to be and remain in full force and virtue, and the said A. B. avers that the said C. D., from the date of his appointment, as aforesaid, so continued to be guardian as aforesaid until after the commission of the grievances and misconduct of the said C. D. as such guardian hereinafter complained of. Yet the said A. B. in

fact says that the said C. D. did not faithfully discharge all the duties required of him as guardian as aforesaid, according to the conditions of the said writing obligatory, but during the time he was such guardian as aforesaid, wholly neglected and refused so to do. For that, whereas, heretofore, to wit, at the county aforesaid (here set forth fully the breaches complained of). And the said A. B. further avers that the said C. D. did not faithfully discharge the duties required of him by law and the conditions of the said writing obligatory, as guardian as aforesaid, and that he, the said A. B., has been injured by the neglect and misconduct of the said C. D., as guardian as aforesaid, and by reason of the non-performance by him, the said C. D., of his duties in that behalf, and has by reason of the premises sustained damages to a large amount, to wit, of ——— dollars, and thereby an action has accrued to the Commonwealth of Pennsylvania to demand and have of and from the defendants to the use of A. B., as plaintiff, the said sum of ——— dollars. Yet the defendants, although often requested, hath, have not, nor either of them, paid the said sum or any part thereof, but have neglected and refused and still neglect and refuse so to do, to the damage of the Commonwealth for the use of A. B. as aforesaid of ——— dollars, whereupon the Commonwealth brings suit, &c.

(45.) *Declaration in Debt. General Form on Bond in Attachment.*

In the Court of Common Pleas of Blair County.

A. B.	{	No. 1000.
<i>vs.</i>		January Term, 1885.
C. D. and E. F.	}	

Blair County, ss.

A. B., the plaintiff in this case, by H. H., his attorney, complains of C. D. and E. F., the defendants in this case, of a plea that they render the said plaintiff the sum of ——— dollars which they owe to and unjustly detain from the plaintiff, whereupon the plaintiff complains of the defendants in an action of debt. (If the bond sued on be taken in the name of the Commonwealth, follow the form in Declaration, Form No. 40.) For that, whereas, heretofore, to wit, on the ——— day of ———, A. D. 18—, at the county aforesaid, the said C. D., as a creditor of the plaintiff herein, sued out of the Court of Common Pleas of the county aforesaid, to No. —, ——— Term, 18—, a certain writ of attachment (if said action in attachment is brought under any Act of Assembly, say under "Act

of Assembly of ——”) against the estate, real or personal, of the plaintiff herein, and for the purpose of procuring the issuing of the writ of attachment aforesaid, the said C. D. and E. F. (according to Act of Assembly aforesaid) executed their writing obligatory, sealed with their seals, and to the Court here shown, the date whereof is the day and year aforesaid, by which said writing obligatory said C. D. and E. F., defendants, acknowledged themselves held and firmly bound unto the plaintiff in the sum of —— dollars, subject to a condition thereunder written, whereby, after reciting to the following effect, that is to say, that, whereas, the said C. D. had, on the day of the date of the said writing obligatory, made application to the Prothonotary of said Court to issue an attachment at the suit of himself so brought as aforesaid against the plaintiff herein, if the said C. D. should fail to prosecute said action with effect, and recover a judgment against the said A. B., plaintiff herein, he, the said C. D., should pay to the said A. B. all legal costs and damages which the said A. B. might sustain by reason of said attachment (or as may be), then the said writing obligatory was to be void, or else to be and remain in full force and virtue. And the plaintiff further avers that afterwards, to wit, on the same day, a writ of attachment was issued out of the said Court in favor of the said C. D., and against the estate of A. B., the plaintiff, herein directed to the Sheriff of the county aforesaid to execute; and G. T., the then Sheriff of the county aforesaid, afterwards, to wit, on the —— day of ——, A. D. 18—, at the county aforesaid, levied upon the goods and chattels, to wit (here describe the goods levied upon), being the property of the plaintiff; and the plaintiff avers that afterwards, to wit, on the —— day of ——, A. D. 18—, at the —— term of the Court of Common Pleas of the county aforesaid, begun and held at Hollidaysburg in said county, such proceedings were had in the action aforesaid, that the said writ of attachment was quashed, and judgment was therein recovered in favor of A. B., the plaintiff herein, and against the said C. D., as by the records and proceedings in said action will fully appear; and the plaintiff avers that the said C. D. failed to prosecute his said action with effect, but, on the contrary thereof, has wholly failed therein, and that by reason of the wrongful issuing of the said writ of attachment, the plaintiff has been forced to pay, lay out, and expend, and did necessarily and unavoidably pay, lay out, and expend large sums of money in and about defending the said action in attachment and proceedings

therein, and in procuring counsel and advice in relation thereto, aggregating in all the sum of ——— dollars; and for assigning further breach of the condition of the said writing obligatory, the plaintiff avers that the said C. D. has not paid to the plaintiff all legal costs and damages which he, the plaintiff, has sustained by reason of the wrongful suing out of said writ of attachment, whereby an action hath accrued to the plaintiff to have of and from the defendants the said sum of ——— dollars above demanded. Yet the defendants, though often requested, have not nor hath either of them paid the said sum of money or any part thereof to the plaintiff, but wholly neglect and refuse so to do, to the damage of the plaintiff ——— dollars. Therefore he brings suit, &c.

(Attach copy of bond.)

(46.) *Declaration in Debt on Injunction Bond.*

(Commence as in Form No. 45.)

For that, whereas, heretofore, to wit, on the ——— day of ———, A. D. 18—, in the Court of Common Pleas of the county of ——— aforesaid, sitting in equity, the said C. D. having filed his bill of complaint against A. B., the plaintiff herein, praying that an injunction might issue against the said A. B., restraining him from doing certain acts therein mentioned, which said writ of injunction was thereupon allowed and issued in accordance with the prayer of the said C. D., a certain writing obligatory, wherein the said C. D. was principal, and the said E. F. was surety, under their hands and seals respectively, having first been executed and approved by the Court aforesaid, in accordance with Act of Assembly in such case made and provided, which said writing obligatory is to the Court here shown, and the date whereof is the day and year aforesaid, wherein and whereby the said C. D. and E. F., defendants herein, acknowledged themselves held and firmly bound unto A. B., the plaintiff herein, in the sum of ——— dollars, to be paid to the said plaintiff, and which said writing obligatory was and is subject to certain conditions thereunder written, whereby, after reciting to the following effect, that is to say: That, whereas, the said C. D. had, on the day of the date of the said writing obligatory, presented to the Court of Common Pleas aforesaid, sitting in equity, his bill of complaint, praying among other things that an injunction might issue, restraining the said A. B., defendant therein named and plaintiff herein, from certain acts and things in

said bill mentioned; if the said C. D. should indemnify the said A. B. for all damages that he might sustain by reason of such injunction, in case the said injunction should be dissolved, then the said writing obligatory was to be void, else to be and remain in full force and virtue. And the plaintiff avers that, afterwards, to wit, on the ——— day of ———, A. D. 18—, at the ——— Term of the Court of Common Pleas of the county aforesaid, such proceedings were had in the said cause, that the said injunction was, by the order and decree of the said Court, dissolved, and the said bill of complaint was dismissed at the cost of the said C. D., complainant therein, as by the records and proceedings in said matter will fully appear. And the plaintiff further avers that he was put to great trouble and expense in employing solicitors and defending against the said bill of complaint, and that he has paid to solicitors, and for costs and expenses, in and about the defence of the said suit, a large sum of money, to wit, the sum of ——— dollars. And for further breach (here insert any additional breaches which may be deemed necessary), and the plaintiff avers, that by means of the breaches aforesaid, an action hath accrued to the plaintiff, to have and demand of the defendants the said sum of ——— dollars above demanded: Yet the defendants, though often requested, have not nor hath either of them paid the said sum of money or any part thereof, but wholly neglect and refuse so to do, to the damage of the plaintiff ——— dollars. Therefore he brings suit, &c.

(Attach copy of bond.)

(47.) *Declaration in Debt on Bond of Plaintiff in Replevin.*

In the Court of Common Pleas of Blair County.

A. B. for use of C. D.	}	No. —.
<i>vs.</i>		
E. F. and G. H.	}	——— Term, 18—.

Blair County, ss.

A. B., the plaintiff in this suit, who sues for the use of C. D., by A. A. Stevens, his attorney, complains of E. F. and G. H., defendants in this suit, of a plea that they render to the plaintiff, for the use aforesaid, the sum of ——— dollars, which they owe to and unjustly detain from him, the plaintiff, for the use aforesaid. For that, whereas, heretofore, to wit, on the ——— day of ———, A. D. 18—, in the county aforesaid, the said E. F. caused a writ of replevin to issue from the Court of Common Pleas of the county

aforesaid, to No. —, of — Term, 18—, against the said C. D., to recover the possession of certain goods and chattels in the said writ of replevin mentioned and described of the value of (or of the aggregate value of) — dollars; and delivered the said writ to the plaintiff, he, then and there, being High Sheriff of said Blair County; and the plaintiff, as High Sheriff as aforesaid, thereupon took a bond or writing obligatory, as by Act of Assembly in such case made and provided, from the said E. F., as principal, and the said G. H., as surety, in double the value of the goods and chattels then about to be replevied, under their respective hands and seals, which said writing obligatory was dated on the day and year aforesaid, and by which said writing obligatory, now to the Court here shown, the defendants, jointly and severally, acknowledged themselves to be held and firmly bound unto the plaintiff, as High Sheriff as aforesaid, in the sum of — dollars, to be paid to the plaintiff as aforesaid, with condition thereunder written, that if the said E. F. should prosecute his suit against the said C. D. with effect and without delay, and should duly return the goods and chattels mentioned and described in the said writ of replevin, should a return betawarded, and save harmless and indemnify the plaintiff, as High Sheriff as aforesaid, in replevying the said goods and chattels, then the said writing obligatory was to be void, else to be and remain in full force and effect. And that on the — day of —, 18—, at the county aforesaid, the plaintiff, as High Sheriff as aforesaid, replevied from the said C. D., and delivered to the said E. F., the said goods and chattels in the said writ of replevin mentioned and described, to wit (naming the property), of the value of (or of the aggregate value of) — dollars; and the said E. F., to the No. and Term aforesaid, of the said Court of Common Pleas, of the county aforesaid, by his declaration, declared against the said C. D. in a plea, wherefore he took and unlawfully detained the said goods and chattels, and by the said declaration, the said E. F. complained that the said C. D., at the county aforesaid, unlawfully detained the goods and chattels of him, the said E. F., above mentioned and described, to the damage of him, the said E. F., — dollars, and thereupon he brings this suit, &c. And such proceedings were had thereupon in the said plea in the said Court of Common Pleas of the county aforesaid, that on the — day of —, 18—, the cause coming on for trial, it was considered and adjudged in and by the said Court of Common Pleas that the said E. F. take nothing by his said writ, but that he and

his pledges to prosecute be in mercy, &c. And that at the same time the said Court of Common Pleas awarded a return of the said goods and chattels to the said C. D., and gave judgment in favor of the said C. D., and against the said E. F., for ——— damages and for costs of suit, as by the record and proceedings thereof now remaining in the said Court of Common Pleas of the County aforesaid, more fully appears; and the plaintiff in fact says that the said E. F. did not prosecute his said suit with effect against the said C. D., and has not made return of the said goods and chattels so replevied as aforesaid, according to the form and effect of the said condition in the said writing obligatory, but has hitherto wholly neglected and refused, and though often requested, still neglects and refuses so to do; whereby the said writing obligatory becomes forfeited to the plaintiff, as High Sheriff as aforesaid; by means whereof, an action hath accrued to the plaintiff for the use of the said C. D., as aforesaid, to demand and have of the defendant the sum of ——— dollars, above demanded: Yet the defendants, although requested, have not, nor hath either of them as yet paid the said sum of ——— dollars above demanded, or any part thereof, to the plaintiff, for the use aforesaid, but have hitherto wholly neglected and refused, and still neglect and refuse so to do, to the damage of the plaintiff, for the use aforesaid, of ——— dollars, whereupon he brings suit, &c.

A. A. STEVENS,

(Attach copy of bond.)

Attorney for Plaintiff.

(48.) *Declaration in Debt on an Exemplification of the Record of a Judgment of another State.*

In the Court of Common Pleas of Blair County.

A. B. } No. —.  
       <sup>vs.</sup> }  
 C. D. } ——— Term, 18—.

Blair County, ss.

A. B., the plaintiff in this suit, by W. I. Woodcock, his attorney, complains of C. D., the defendant in this suit, who has been summoned to answer the plaintiff in an action of debt. And he demands of the defendant the sum of ——— dollars, which he owes to and unjustly detains from the said plaintiff. For that, whereas, the plaintiff, by the consideration of the Circuit Court, held within and for the county of Jefferson, of the State of West Virginia, on the tenth day of June, A. D. 1884, at the June Term of said Court

of the year aforesaid, recovered a judgment against the defendant for the sum of ——— dollars in an action of trespass on the case upon promises, as well as ——— dollars costs of suit, as by the record and proceedings in said Court now remaining more fully appears, a copy of which record, duly authenticated, exemplified, and proved in accordance with Act of Congress in that behalf made and provided, the plaintiff now here in Court produces, and which said judgment is in full force and effect, and not reversed, annulled, or satisfied, and the plaintiff has not obtained any execution or satisfaction thereof; whereby an action hath accrued to the plaintiff to demand, have of, and recover of the defendant the said sum of ——— dollars so recovered as aforesaid, in the action aforesaid, and ——— dollars costs as aforesaid, amounting in the whole to the sum of ——— dollars: Yet the defendant, though often requested, hath never paid the same, nor any part thereof, but wholly neglects and refuses so to do, to the damage of the plaintiff ——— dollars, whereupon he brings suit, &c.

W. I. WOODCOCK,

Attorney for Plaintiff.

(49.) *Declaration in Debt on Bond given by Plaintiff to Defendant in an Action against Non-resident Debtor. Act May 8, 1874.*

In the Court of Common Pleas of Blair County.

A. B.

vs.

} No. —.

C. D., E. F., and G. H. } ——— Term, 18—.

Blair County, ss.

A. B., the plaintiff in this suit, by Mervine & Hammond, his attorneys, complains of C. D., E. F., and G. H., the defendants in this suit, who have been summoned to answer the plaintiff in an action of debt. And he demands of the defendants the sum of ——— dollars, which they owe and unjustly detain from the plaintiff. For that, whereas, the defendants, on the ——— day of ———, A. D. 18—, at the county aforesaid, made their certain writing obligatory, sealed with their seals, and to the Court here shown, and then and there delivered the same to the plaintiff, whereby the said C. D., as principal, and the said E. F. and G. H., as securities, acknowledged themselves to be held and firmly bound unto the plaintiff in the sum of ——— dollars, lawful money, for the payment of which they bound themselves jointly, severally, and



firmly, to be paid to the plaintiff, which said writing obligatory was so made and delivered according to the Act of Assembly in such case made and provided, and which said writing obligatory was subject to a condition thereunder written, whereby it was provided, that, whereas, the said C. D. did, on the ——— day of ———, A. D. 18—, commence a certain action before B. F. Rose, an Alderman in and for the city of Altoona, in the county aforesaid, against the plaintiff herein, under an Act of Assembly approved the 8th day of May, A. D. 1874, entitled "An Act to provide for the collection of debts against non-resident debtors," for the recovery of the sum of ——— dollars, alleged by the said C. D. to be due him by the said plaintiff, and whereas it was provided, that if the said C. D. should fail to recover a judgment at least of one-half the amount of his claim, he should pay to the plaintiff herein his damages for the wrongful taking of any property over and above an amount sufficient to satisfy the judgment and costs, and if the said C. D. should fail in his action, he should pay to the plaintiff herein his legal costs and all damages which he, the plaintiff herein, might sustain by reason of said attachment, then the said writing obligatory was to be void, otherwise to remain in full force and effect, as by the said writing obligatory to the Court here shown will appear; and the plaintiff says that the said C. D., in the action so had as aforesaid, failed to recover a judgment against him, the said plaintiff (or "failed to recover a judgment of one-half the amount of his claim"), by means of which said premises the plaintiff hath sustained damages to a large amount, to wit, of ——— dollars. And thereby an action hath accrued to the plaintiff to demand and have of the defendants the said sum of ——— dollars according to the tenor and effect of the said writing obligatory: Yet the defendants, although often requested, have not, nor hath either of them, paid said sum, nor any part thereof, but have neglected and refused and still refuse so to do, to the damage of the plaintiff ——— dollars, and thereupon he brings this suit, &c.

MERVINE & HAMMOND,

(Attach copy of bond.)

Attorneys for Plaintiff.

(50.) *Declaration in Debt on Recognizance in Writ of Error to the Supreme Court.*

In the Court of Common Pleas of Blair County.

A. B.	}	No. —.
<i>vs.</i>		
C. D., E. F., and G. H.	}	Term, 18—.
Blair County, ss.		

A. B., the plaintiff in this suit, by Neff & Hicks, his attorneys, complains of C. D., E. F., and G. H., the defendants in this suit, who have been summoned to answer the plaintiff, in an action of debt. And he demands of the defendants the sum of ——— dollars, which they owe to and unjustly detain from the said plaintiff. For that, whereas, the defendants on the ——— day of ———, A. D. 18—, at the county aforesaid, made their certain writing obligatory, sealed with their respective seals, and to the Court here shown, and then and there delivered the same to the plaintiff, whereby the said C. D., as principal, and the said E. F. and G. H., as security, acknowledged themselves to be held and firmly bound unto the plaintiff in the penal sum of ——— dollars, lawful money, for the payment of which they bound themselves jointly, severally, and firmly, to be paid to the plaintiff, which said writing obligatory was subject to a condition thereunder written, whereby it was provided, that the plaintiff did, on the ——— day of ———, A. D. 18—, in the Court of Common Pleas of the county aforesaid, recover a judgment against the said C. D. to No. ——— of ——— Term, 18—, for the sum of ——— dollars, and costs of suit, from which said judgment the said C. D. sued out a writ of error to the Supreme Court of Pennsylvania of the Eastern District thereof; and whereas, it was provided, that if the said C. D. should prosecute his writ of error with effect, and if judgment should be affirmed or the writ of error be discontinued or *non-prossed*, he to pay the debt, damages or costs (as the case may be) adjudged upon such judgment, and all other damages and costs (including the return of the record with the remittitur) that might be awarded on such writ of error, then the said writing obligatory was to be void, otherwise to remain in full force and effect, as by the said writing obligatory, here to the Court shown, will appear; and although afterwards, to wit, on the ——— day of ———, A. D. 18—, at the ——— Term of the said Supreme Court, A. D. 18—, sitting in the Eastern District thereof, said judgment was affirmed by the said

Supreme Court, and judgment rendered against the said C. D. for the costs of said Court, for a large amount, to wit, ——— dollars, as by the records of said Supreme Court will more fully appear: yet the plaintiff in fact says that the said C. D. hath not paid the amount of the said judgment so affirmed and the costs of the said appeal, nor any part thereof, according to the tenor and effect of the said writing obligatory, and as well the said writing obligatory, as the said judgment still remains in full force and effect, in no wise satisfied, vacated, or discharged; whereby, and according to the form and effect of the said writing obligatory, an action hath accrued to the plaintiff to demand and have of the defendants the sum of ——— dollars: Yet the defendants, although often requested so to do, have not as yet paid the said sum of ——— dollars, or any part thereof, to the damage of the plaintiff ——— dollars, and thereupon he brings suit, &c.

NEFF & HICKS,

(Attach copy of bond.)

Attorneys for Plaintiff.

(51.) *Declaration in Covenant on Indenture of Lease for not Repairing.*

In the Court of Common Pleas of Blair County.

A. B. } No. —.  
       <sup>vs.</sup> }  
 C. D. } ——— Term, 18—.

Blair County, ss.

A. B., the plaintiff in this suit, by A. S. Landis, his attorney, complains of C. D., the defendant in this suit, who has been summoned to answer the plaintiff in an action of covenant. For that, whereas, heretofore, to wit, on the ——— day of ———, A. D. 18—, at ———, in the county aforesaid, by a certain indenture then and there made between the plaintiff, of the one part, and the defendant, of the other part (one part of which said indenture, sealed with the seal of the defendant, the plaintiff now brings here into Court, the date whereof is the day and year aforesaid), the plaintiff, for the consideration therein mentioned, did demise, lease, and to farm let unto the defendant a certain messuage or tenement, and other premises, in the said indenture particularly specified; [†] to hold the same, with the appurtenances, to the defendant, his executors, administrators, and assigns, from the ——— day of

——, next ensuing the date of the said indenture, for and until the full end and term of —— years from thence next ensuing, then fully to be completed and ended, at a certain rent payable by the defendant to the plaintiff, as in the said indenture is mentioned. And the defendant, for himself, his executors, administrators, and assigns, did thereby covenant, promise, and agree, to and with the plaintiff, his heirs and assigns (amongst other things), that he, the defendant, his executors, administrators, and assigns, should and would, at all times during the continuance of the said demise, at his and their own costs and charges, support, uphold, maintain, and keep the said messuage or tenement and premises in good and tenantable repair, order, and condition, and the same messuage or tenement and premises, and every part thereof, should and would leave in such good repair, order, and condition at the end or other sooner determination of the said term, as by the said indenture, reference being thereunto had, will, among other things, fully appear. By virtue of which said indenture, the defendant, afterwards, to wit, on the —— day of ——, in the year aforesaid, entered into the said premises, with the appurtenances, and became and was possessed thereof, and so continued until the end of the said term. And although the plaintiff hath always, from the time of making the said indenture, hitherto done, performed, and fulfilled all things in the said indenture contained, on his part to be performed and fulfilled, yet the plaintiff saith, that the defendant did not, during the continuance of the said demise, support, uphold, maintain, and keep the said messuage or tenement and premises in good and tenantable repair, order, and condition, and leave the same in such repair, order, and condition, at the end of the said term; but for a long time, to wit, for the last —— years of the said term, did permit all the windows of the said messuage or tenement to be, and the same during all that time were, in every part thereof, ruinous, in decay, and out of repair, for want of necessary reparation and amendment. And the defendant left the same, being so ruinous, in decay, and out of repair as aforesaid, at the end of said term, contrary to the form and effect of the said covenant so made as aforesaid. And so the plaintiff saith, that the defendant (although often requested) hath not kept the said covenant so by him made as aforesaid, but hath broken the same, and to keep the same with the plaintiff hath hitherto wholly refused, and still refuses; to the damage of the

plaintiff of (here insert a sum sufficient to cover all demands) — dollars, and therefore he brings this suit, &c.

A. S. LANDIS,

Attorney for Plaintiff.

(52.) *Declaration in Covenant.*

(Lessor vs. Lessee upon an Indenture for Rent.)

(Commence as in form next above and continue as therein to [†].)

To have and to hold the same from the — day of —, in the year of our Lord one thousand eight hundred and —, yielding and paying therefor yearly and every year, to the plaintiff, his heirs and assigns, the sum of — dollars, on the — day of —, in each and every year (or as the case may be). And the defendant did thereby for himself, his executors, administrators, and assigns, covenant and agree to and with the plaintiff, his heirs and assigns, that the defendant, his executors, administrators, or assigns, would pay or cause to be paid to the plaintiff, his heirs or assigns, the said yearly sum of — dollars (or as the case may be) at the several days and times aforesaid. By virtue of which demise the defendant afterwards, to wit, on the — day of —, in the year of our Lord one thousand eight hundred and —, entered into the said premises and was thereof possessed for the term aforesaid. (If there should be a condition precedent, performance must be specially shown.)

And the plaintiff avers, that during the said term, to wit, on the — day of —, a large sum of money, to wit, the sum of — dollars, of the rent aforesaid, for — years of the said term aforesaid, then elapsed, was, and still is, in arrears and unpaid, contrary to the true intent and meaning of the said indenture, and of the said covenant of the defendant. And so the plaintiff saith, that the defendant, although often requested, hath not kept the said covenant so by him made as aforesaid, but hath broken the same; and to keep the same with the plaintiff hath hitherto wholly refused, and still refuses, to the damage of the plaintiff of — dollars, and therefore he brings this suit, &c.

(53.) *Declaration of Covenant. Selling lands without title.*

For that, whereas, the defendant, the — day of —, A. D. 18—, at the county aforesaid, by his certain articles of agreement, sealed with his seal, and to the Court here shown bearing

date the day and year aforesaid, for and in consideration of the sum of ——— dollars to him paid by the plaintiff, did bargain and sell to the plaintiff a certain messuage, tract, or piece of land situate, &c., containing fifty acres, &c., to hold to the plaintiff, his heirs and assigns, forever, as by the said article of agreement more fully appears. And the plaintiff in fact says that the messuage, tract, or piece of land in the articles of agreement aforesaid mentioned and described, and by the defendant bargained and sold as aforesaid, contained thirty acres of land and no more; and that the defendant at the time of executing and delivering the articles of agreement aforesaid, had nothing in interest, possession, or property of and in twenty acres of land residue of the aforesaid fifty acres of land; and that the defendant then and there had no right, power, or lawful authority to bargain and sell to the plaintiff the aforesaid fifty acres or any part thereof, above mentioned to be bargained and sold, according to the form and effect of the articles of agreement aforesaid. And so the defendant, his covenant aforesaid with the plaintiff in this behalf made, hath not kept, but the same hath broken, and the same to the plaintiff to hold altogether hath refused, and still doth refuse, to the damage of the plaintiff ——— dollars, and thereupon he brings suit, &c.

(54.) *Declaration in Covenant. Grantee against Grantor on Covenants of Seisin, Power to Convey, Warranty, &c.*

Blair County, ss.

A. B., the plaintiff in this suit, by E. F., his attorney, complains of C. D., the defendant in this suit, who has been summoned to answer the plaintiff in an action of covenant. For that, whereas, heretofore, to wit, on the ——— day of ———, A. D. 18—, at ———, in the county aforesaid, the defendant, by his deed of that date sealed with his seal, and duly executed and delivered, and now to the Court here shown, in consideration of ——— dollars, bargained, sold, and conveyed to the plaintiff, his heirs and assigns, a certain tract of land, situate, &c. (here describe it), to have and to hold the same to the plaintiff, his heirs and assigns forever. And the defendant did by the same deed covenant to and with the plaintiff, his heirs and assigns, that, at the time of the ensealing and delivery of the said deed, he, the defendant, was seized in fee simple of the aforesaid lands, and had good right and lawful authority to

sell and convey the same in manner aforesaid, and that the plaintiff, his heirs and assigns, from thenceforward, should, by force of that deed, lawfully possess and quietly enjoy the said premises, free of and from all encumbrances; and also that the defendant, his heirs, executors, and administrators, would warrant and forever defend the said premises to the plaintiff, his heirs and assigns, against all lawful claims whatsoever.

And the plaintiff avers, that the defendant, at the time of the ensealing and delivery of the said deed, was not seized in fee simple of the aforesaid lands, nor had he then and there good right and lawful authority to sell and convey the same in manner aforesaid, nor could the plaintiff, by force of the said deed, lawfully possess or quietly enjoy the same, free of and from all encumbrances, nor hath the defendant warranted and defended the said premises to the plaintiff against all lawful claims whatsoever, but, on the contrary thereof, the plaintiff says, that at the time of the ensealing and delivery of the said deed, the paramount title and freehold in the said premises was in other persons than the defendant, and that by virtue of such paramount title the plaintiff afterwards, to wit, on the — day of —, A. D. 18—, was evicted out of and from the said premises. And so the plaintiff saith that the defendant, although often requested, hath not kept the said covenants so by him made as aforesaid but hath broken the same, and to keep the same with the plaintiff hath hitherto wholly refused and still refuses, to the damage of the plaintiff of — dollars, and therefore he brings this suit, &c.

E. F.,  
Attorney for Plaintiff.

(55.) *Declaration in Covenant. Second or remote Grantee against Grantor on Covenants of Sesin, Power to Convey, Warranty, &c.*

(Commence as in Form No. 54.)

For that, whereas, heretofore, to wit, on the — day of —, A. D. 18—, at —, in the county aforesaid, the defendant, by his deed of that date, sealed with his seal, and duly executed, acknowledged, and delivered to one H. H., and now to the Court here shown, in consideration of the sum of — dollars, granted, bargained, sold and conveyed to the said H. H., his heirs and assigns, the following described real estate, situate, lying, and being in the county of —, as follows, to wit (here insert a description of

the premises as in the deed). To have and to hold the said premises so granted, bargained, sold, and conveyed to the said H. H., his heirs and assigns forever. And the defendant by the same deed, covenanted to and with the said H. H., his heirs and assigns, that he, the defendant, was seized in fee simple of the aforesaid lands, so thereby granted, bargained, sold, and conveyed, and had a good right and lawful authority to sell and convey the same in manner aforesaid; and that he, the defendant, would warrant and forever defend the aforesaid premises, with their appurtenances, to the said H. H., his heirs and assigns, against all lawful claims whatever.

And the plaintiff avers, that afterwards, to wit, on the —— day of ——, 18—, at ——, the said H. H., by his deed of that date, sealed with his seal, duly executed, acknowledged, and delivered to the plaintiff, and now here to the Court shown, in consideration of the sum of —— dollars, granted, bargained, sold, and conveyed the premises aforesaid to the plaintiff, to have and to hold the same to him, the plaintiff, his heirs and assigns forever.

And the plaintiff avers, that at the time of the date, sealing, and delivering of the said deed to said H. H., he, the defendant, was not lawfully seized in fee simple of the aforesaid premises; nor had he, the defendant, then and there good right and lawful authority to sell and convey the same in manner aforesaid; nor could the plaintiff, as assignee of the said H. H., by force of said deed, lawfully possess, or quietly enjoy the same free of and from all encumbrances; nor has the defendant warranted and defended the said premises to the plaintiff against all lawful claims whatsoever, but on the contrary thereof, the plaintiff in fact says that at the time of the date, sealing, and delivering of the said deed by the defendant to the said H. H. as aforesaid, the paramount title to said premises was in one G. O., by virtue of which said paramount title the plaintiff afterwards, to wit, on the —— day of ——, 18—, at ——, was evicted out of and kept out of and from the possession of said premises. And the plaintiff avers, that the defendant has not kept his said covenants, but has broken the same, to the damage of the plaintiff of —— dollars, and therefore he brings suit, &c.



(56.) *Declaration in Covenant.*

(Grantee vs. Grantor. Premises encumbered by Mortgage.)

—— County, ss.

A. B., the plaintiff in this suit, by E. F., his attorney, complains of C. D., the defendant in this suit, who has been summoned to answer the plaintiff in an action of covenant. For that, whereas, heretofore, to wit, on the —— day of ——, A. D. 18—, at ——, in the county aforesaid, the defendant, by his deed of that date, duly executed, acknowledged, and delivered to the plaintiff, and here to the Court now shown, in consideration of the sum of —— dollars, paid to the defendant by the plaintiff, conveyed unto the plaintiff the following-described premises, situate, lying, and being, &c. (here describe the premises as in the deed), to have and to hold to him, the plaintiff, his heirs and assigns, forever; and the defendant did therein covenant to and with the plaintiff, that the said described premises were then free from all and every encumbrance. And the plaintiff avers that, at the time of the ensealing and delivery of the said deed, the said premises were not free from all encumbrance; but the plaintiff in fact says, that the defendant, at the time of the making and executing the said deed, and before that time, to wit, on the —— day of ——, A. D. 18—, by his deed of that date, duly acknowledged, executed, and delivered to one O. O., and here to the Court shown, had mortgaged the said premises to the said O. O., to secure the payment of the sum of —— dollars, to the said O. O., on the —— day of ——, A. D. 18—, which said sum is still unpaid; and the said mortgage was, at the time of the execution and delivery of the said deed by the defendant to the plaintiff, and still is an existing encumbrance on the said premises in said deed described; and so the plaintiff says that the defendant hath not kept his covenant aforesaid, but hath broken the same, to the plaintiff's damage of —— dollars, wherefore he brings suit, &c.

(57.) *Declaration in Covenant on Articles of Agreement for Rent.*

—— County, ss.

A. B., the plaintiff in this suit, by E. F., his attorney, complains of C. D., the defendant in this suit, who has been summoned to answer the plaintiff in an action of covenant. For that, whereas, on the —— day of ——, A. D. 18—, at ——, by

certain articles of agreement then and there made and concluded between the plaintiff and the defendant, sealed with their respective seals, and now to the Court shown, the plaintiff did lease to the defendant the following described real estate, situate, lying, and being in the county of ——— aforesaid, to wit (here describe the premises), with the appurtenances thereto belonging, for the term of ——— years, commencing the day of the date thereof. And the defendant did thereby covenant and agree to and with the plaintiff to pay him the sum of ——— dollars at the expiration of the said term, for the rent of said premises. And the plaintiff avers, that the defendant, on the day and year aforesaid, entered upon said premises, and was thereof possessed of the term aforesaid. And the plaintiff further says that the said term is long since elapsed, yet the defendant hath not paid the said sum of ——— dollars, nor any part thereof, and so the defendant hath not kept his said covenant, but hath wholly broken the same, to the damage of the plaintiff of ——— dollars, whereof he brings suit, &c.

(58.) *Declaration in Covenant on Articles of Apprenticeship.*

——— County, ss.

A. B., the plaintiff in this suit, by E. F., his attorney, complains of C. D., the defendant in this suit, who has been summoned to answer the plaintiff in an action of covenant. For that, whereas, by a certain indenture made at ———, on the ——— day of ———, 18—, between the defendant, on the one part, and the plaintiff, on the other part, sealed with the seal of the defendant, here in Court to be produced, the defendant, for the consideration of the labor and services by the plaintiff to him to be rendered, and the further consideration of one dollar to him paid, did covenant and promise to instruct the plaintiff in the art, mystery, and calling of a tailor, which he, the defendant, then and there used, and to find the plaintiff good and sufficient lodging and boarding, washing and clothing, and all other necessities, both in sickness and in health, from the date of said indenture until the plaintiff should arrive at the age of twenty-one years, and at the expiration of said term to give unto the plaintiff two good suits of apparel, both linen and woollen, suitable for such a person, and to teach, or cause the plaintiff to be taught, to write and cipher. And the plaintiff avers that the defendant hath not instructed him in the art, mystery, and calling of a tailor during the said time, though the plaintiff was

capable of learning the same, but hath wholly neglected so to do; nor hath the defendant given to the plaintiff two good suits of apparel as aforesaid, suitable for the plaintiff, although the plaintiff did, at ———, on the ——— day of ———, A. D. 18—, attain the age of twenty-one years, and although the defendant hath often been requested; neither hath the defendant taught, or caused to be taught, the plaintiff to write and cipher. And so the defendant has his covenants as aforesaid not kept, but hath wholly broken the same, to the damage of the plaintiff of ——— dollars, wherefore he brings suit, &c.

(59.) *Declaration in Covenant on Ground-rent Deed, for Arrears of Rent.*

——— County, ss.

E. W., late of the county aforesaid, was summoned to answer W. W. of a plea of breach of covenant, and thereupon the said plaintiff, by E. H., his attorney, complains. For that, whereas, W. W., the said plaintiff, before and at the time of the making of the indenture hereinafter mentioned, to wit, on, &c., at, &c., was lawfully seized in his demesne as of fee of a certain lot or piece of ground with the appurtenances hereinafter mentioned to have been conveyed to the said defendant, and being so seized thereof, he, the said W. W., and D. F. his wife, on the day and year last aforesaid, at the county aforesaid, by a certain indenture then and there made between the said W. W. and D. F. his wife, of the one part, and the said defendant of the other part (one part of which said indenture, sealed with the seal of the said defendant, the said plaintiff now brings here into Court, the date whereof is a certain day and year therein mentioned, to wit, the day and year aforesaid), did grant, bargain, sell, alien, enfeoff, release, and confirm unto the said defendant, his heirs and assigns, the aforesaid certain lot or piece of ground, hereditaments, and ——— premises, with the appurtenances particularly mentioned and described in the said indenture, situate, &c., in the county aforesaid; to have and to hold the said lot or piece of ground, hereditaments, and premises, with the appurtenances, situate as aforesaid, unto the said defendant, his heirs and assigns, forever; yielding and paying therefor and thereout unto the said W. W., his heirs and assigns, the yearly rent or sum of ——— dollars, lawful money of the United States, in equal half-yearly payments on the first day of the months of ———

and ———, in ever year thereafter, forever, without any deduction, defalcation, or abatement for any taxes, charges, or assessments whatsoever. And the said defendant did thereby, for himself, his heirs, executors, administrators, and assigns, covenant, promise, and agree, to and with the said plaintiff, his heirs and assigns, that the said defendant, his heirs and assigns, should and would well and truly pay, or cause to be paid, to the said plaintiff, his heirs and assigns, the aforesaid yearly rent or sum on the days and times and in the way and manner thereinbefore mentioned and appointed for the payment thereof, by virtue of which said indenture the said defendant afterwards, to wit, on the day and year aforesaid, at the county aforesaid, entered into and upon the said lot or piece of ground with the appurtenances aforesaid. And although the said plaintiff has always from the time of making the said indenture hitherto, well and truly performed, fulfilled, and kept all things in the said indenture contained on his part and behalf to be performed, fulfilled, and kept, according to the tenor and effect, true intent and meaning of the said indenture, to wit, at the county aforesaid; yet protesting that the said defendant hath not performed, fulfilled, or kept anything in the said indenture contained, on his part and behalf to be performed, fulfilled, and kept, according to the tenor and effect, true intent and meaning thereof, the said plaintiff says that after making the said indenture, a large sum of money, to wit, the sum of ——— dollars, of the yearly rent of ——— dollars, reserved as aforesaid for ——— years ending on a certain day, to wit, on the, &c., together with legal interest on the said sums remaining so unpaid from the time they respectively became due, became and was and still is in arrear and unpaid to the said plaintiff, contrary to the tenor and effect, true intent and meaning of the said indenture, and of the covenant of the said defendant by him in that behalf so made as aforesaid, to wit, on the day and year first aforesaid, at the county aforesaid. And so the plaintiff in fact doth say, that the defendant, although often requested so to do hath not kept the said covenant so by him made as aforesaid, but hath broken the same, and to keep the same with the plaintiff hath hitherto wholly neglected and refused, and still doth neglect and refuse, to the damage of the plaintiff of ——— dollars, and therefore he brings suit, &c.

(60.) *Declaration in Covenant against a Life Insurance Company  
for Refusing to pay Death Claim.*

In the Court of Common Pleas of Blair County.

A. B., Administrator (or Executor) of C. D., deceased, vs. Blank Life Insurance Company.	}	No. 500. January Term, 1885.
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Blair County, ss.

A. B., administrator of all and singular, the goods and chattels, rights and credits, which were of one C. D., late of ———, deceased, at the time of his death, who died intestate (or executor of the last will and testament of one C. D., late of ———, deceased), the plaintiff in this case, by H. H., his attorney, complains of the Blank Life Insurance Company, the defendants in this case, who have been summoned to answer the plaintiff in an action of covenant. For that, whereas, the said defendants heretofore, to wit, on the eleventh day of December, A. D. 1869, at the county aforesaid, on the application of the said C. D., did make, sign, seal, and deliver to the said C. D. a certain writing or policy of assurance, being numbered 22,000, a copy of which said writing or policy of assurance is hereunto attached, and to the Court shown, whereby the defendants in consideration of the premium of one hundred dollars to them in hand paid by the said C. D., the receipt whereof was thereby acknowledged, as well as the further consideration of the premium of one hundred dollars to be paid annually by the said C. D., on the eleventh day of December in each and every year during the life of the said C. D. (or as may be, according to the terms of the policy), they, the said defendants, did assume, promise, covenant, and agree to and with the said C. D., to assure the life of him, the said C. D., in the sum of five thousand dollars, and did assume, promise, covenant, and agree to and with the said C. D., that they, the said defendants, within sixty days after due notice and satisfactory proof of the death of the said C. D., would pay or cause to be paid to the executor or administrator of the said C. D. the said sum of five thousand dollars, according to the tenor and effect of the said writing or policy of assurance. And the plaintiff avers that, after the making, signing, sealing, and delivering of the said writing or policy of assurance as aforesaid, and while the same

was in full force and effect, to wit, on the first day of January, A. D. 1884, at ———, in the county aforesaid, the said C. D., having theretofore in all things observed, performed, and fulfilled all and singular the matters and things which on his part were to be observed, performed, and fulfilled, according to the form and effect of said writing or policy of assurance, died and deceased of his natural life, whereby the said defendants became liable to pay the said sum of five thousand dollars in said writing or policy of assurance mentioned to the executor or administrator of the said C. D.; and that letters of administration (or testamentary) upon the estate of the said C. D. were, on the tenth day of January, A. D. 1884, granted the plaintiff, who thereby became the owner of and entitled to all moneys due and payable on said writing or policy of assurance, of all which several facts the defendants had notice, according to the terms and conditions of the said writing or policy of assurance, to wit, on the fifteenth day of January, A. D. 1884, at the county aforesaid; and the defendants were then and there requested by plaintiff, as administrator (or executor) as aforesaid, to pay to him, the plaintiff, within sixty days from the date last aforesaid, the said sum of five thousand dollars in the writing or policy of assurance mentioned, which said sum the defendants ought to have paid to plaintiff according to the form and effect of their promise and covenant so made as aforesaid. And the plaintiff further avers that, although sixty days from the date of the notice and proof of the death of the said C. D., so given to the defendants as aforesaid, have long since elapsed, and although he, the plaintiff, has in all things observed, performed, and fulfilled all and singular the matters and things which on his part as administrator (or executor) were to be observed, performed, and fulfilled according to the form and effect of the said writing or policy of assurance, yet the defendants have not paid the said sum of money so by the defendants assured as aforesaid, nor any part thereof, and although often requested so to do, have not kept their covenants so made as aforesaid, but have broken the same, and to keep the same have wholly neglected and refused, and still do neglect and refuse, to the damage of the plaintiff as administrator (or executor) ten thousand dollars. And thereupon he brings suit, &c. And the plaintiff brings into Court here his letters of administration (or "letters testamentary"), which give sufficient evidence that he is administrator (or "executor") of the said C. D., deceased.

(61.) *Declaration in Detinue, for Refusing to Redeliver Goods and Chattels.*

——— County, ss.

A. B., the plaintiff in this suit, by E. F., his attorney, complains of C. D., the defendant in this suit, who has been summoned to answer the plaintiff in an action of detinue. For that, whereas, the plaintiff heretofore, to wit, on the —— day of ——, A. D. 18—, at ——, in the county aforesaid, delivered to the defendant certain goods and chattels, to wit (naming them), of the plaintiff, of great value, to wit, the value of —— dollars, to be redelivered by the defendant to the plaintiff when the defendant should be thereto afterwards requested: Yet the defendant, although he was afterwards, to wit, on the —— day of ——, in the year aforesaid, requested by the plaintiff so to do, hath not as yet delivered the said goods and chattels, or any of them, or any part thereof, to the plaintiff, but so to do hath hitherto wholly refused, and still refuses, and still unjustly detains the same from the plaintiff, to the damage of plaintiff of —— dollars, whereby he brings this suit, &c.

(62.) *Declaration in Detinue, Count upon a Finding.*

For that, whereas, the plaintiff, on the —— day of ——, A. D. 18—, at ——, in the county aforesaid, was lawfully possessed of certain other goods and chattels, to wit (here insert the articles), of great value, to wit, of the value of —— dollars, as of his own property, and being so possessed thereof, he afterwards, on the —— day of ——, A. D., 18—, at ——, casually lost the said goods and chattels, and the same afterwards, to wit, on the —— day of ——, A. D. 18—, at ——, in the county aforesaid, came to the possession of the defendant by finding: Yet the defendant, well knowing the said last-mentioned goods and chattels to be the property of the plaintiff, hath not as yet delivered the same, or any part thereof, to the plaintiff, though he was requested on the —— day of ——, A. D. 18—, by the plaintiff, so to do; but he still unjustly detains the same from the plaintiff, to the damage of the plaintiff of —— dollars, and thereupon he brings this suit, &c.

(63.) *Declaration in Case against Railroad Company for  
Injuring a Person.*

In the Court of Common Pleas of Blair County.

A. B.	}	No. 650. January Term, A. D. 1885.
<i>vs.</i>		
S. R. Railroad Company.	}	

Blair County ss.

A. B., the plaintiff in this case, by H. H., his attorney, complains of the S. R. Railroad Company, the defendants in this case, who have been summoned to answer the plaintiff in an action of trespass on the case. For that, whereas, the said defendants, before and at the time of committing the grievances hereinafter mentioned, were a railroad corporation, and as such were the owners of a certain railroad extending from ———, in said county, to ———, in said county, and were in possession, use, and occupancy of the same; and were the owners, also, of a certain locomotive engine drawing a train of cars thereto attached, upon said railroad, and which said locomotive engine and train of cars thereto attached, were in the care and management of certain servants and employes of the said defendants. And the plaintiff avers that it then and there became and was the duty of the defendants to keep open, in a safe and passable condition a certain public highway and crossing, on and over their said railroad at a point thereon known as "Blank's Crossing," so that all persons having occasion to pass over and along said public highway and crossing and over and across the said railroad might do so with safety and security; and it became the duty of the said defendants to run their locomotive engine and train of cars on and over their said road and over the aforesaid crossing with care and caution, so that all persons passing across said road at the crossing aforesaid might do so in safety. And the said plaintiff says that, on the ——— day of ———, A. D. 18—, he did lawfully and with due care and caution attempt to cross over the said railroad at the public crossing aforesaid, but the said defendants not regarding their duty in the premises, had before that time so carelessly, negligently, and defectively constructed the said crossing, and then and there still kept the same so carelessly, negligently, and defectively constructed, that the plaintiff's left foot became fastened whilst on the said railroad track so passing over as aforesaid, so that he was unable to move his person; and the defendants further not regarding their duty in the premises, then and there,



by their servants and employes so negligently and carelessly drove a certain locomotive engine and train of cars thereto attached, and drove the same with such excessive and improper speed, that by reason thereof the said locomotive engine and train of cars were driven against the person of the plaintiff, when so as aforesaid fastened upon the said track so that he could not escape therefrom, by means whereof one of the legs of the plaintiff was greatly lacerated, bruised, torn, and injured, and thereby he, the plaintiff, then and there became and was sick, sore, lame, and disordered, and so remained and continued for a long space of time, to wit, for the space of six months then next following, during all which time he, the plaintiff, thereby suffered and underwent great pain, and was thereby then and there hindered and prevented from performing and transacting his lawful affairs and business by him during that time to be performed and transacted; and also by means of the premises, he, the plaintiff, was thereby then and there put to great expense, costs, and charges, in the whole amounting to a large sum of money, to wit, the sum of ——— dollars, in and about endeavoring to be cured of the said wounds, sickness, lameness, and disorder so occasioned as aforesaid, and hath been and is, by means of the premises otherwise greatly injured and damnified, to wit, at, &c., aforesaid, to the damage of the plaintiff of ——— dollars. And thereupon he brings his suit, &c.

(64.) *Declaration in Case against a Railroad Company for Injuries committed on a Passenger.*

(Commence as in Form No. 63.)

For that, whereas, heretofore, to wit, on the ——— day of ———, A. D. 18—, at the county aforesaid, the defendants were a railroad corporation, and as such were the owners of a certain railroad, extending from ——— to ———, in said county, and were in possession, use, and occupancy of the same; and were the owners, also, of certain trains of cars running over and upon said railroad for the convenience of goods and passengers. And that on the day and year aforesaid, at the county aforesaid, at a certain station on the said line of railroad, known as Blank, the plaintiff became a passenger on the defendants' said cars to be safely carried thereon from ——— aforesaid to a certain other station on the said line of railroad known as Hammers Station in said county of ———, for the sum of two dollars then and there paid by the plaintiff to the

defendants for such passage. And the plaintiff avers that the defendants then and there received the plaintiff as such passenger, and it then and there became the duty of the defendants safely to carry the plaintiff from Blank to Hammers Station as aforesaid, and at the last-mentioned place to slacken the speed of their train and stop a reasonable time to enable the plaintiff to alight from the car without danger or injury to his person. And the plaintiff avers that the defendants did not use due care and diligence in that regard, in this that the defendants neglected to slacken the speed and stop said cars at Hammers Station aforesaid, so that the plaintiff could alight and safely depart therefrom; but, immediately after the arrival of said train at Hammers Station aforesaid, in the county aforesaid, and while the plaintiff, with the consent and permission of the defendants and with all due care and diligence, was alighting from said train, caused the same to be suddenly and violently started and moved, by means whereof the plaintiff was violently thrown to the ground, and by means whereof he suffered a compound fracture of his right arm and was otherwise injured, and thereby he, the plaintiff, then and there became and was sick, &c. (as in the form next above), to wit, at the county aforesaid, on the day and year aforesaid, to the damage of the plaintiff ——— dollars. And thereupon he brings suit, &c.

(65.) *Declaration in Case against Railroad Company for Killing an Employé.*

In the Court of Common Pleas of Blair County.

A. B., Executor (or  
Administrator) of  
C. D., deceased.  
vs.

No. 700.  
January Term, 1885.

Blank Railroad Company.

Blair County, ss.

A. B., executor of the last will and testament of C. D., late of ———, deceased (or administrator of all and singular the goods and chattels, rights and credits, which were of C. D., late of ———, deceased, at the time of his death, who died intestate), the plaintiff in this case by H. H., his attorney, complains of the Blank Railroad Company, the defendants in this case, who have been summoned to answer the plaintiff in an action of trespass on the case. For that,

whereas, the said defendants before and at the time of committing the grievances hereinafter mentioned were a railroad corporation and as such were the owners of a certain railroad extending from ———, in ——— county, to ———, in the county of Blair aforesaid, known by the name of Blank Railroad; and were in possession, use, and occupancy of the same; and were the owners also of a certain locomotive engine drawing a train of cars thereto attached upon said railroad, used, occupied, and employed in transporting passengers and freight, and being in the care and management of certain servants and employes of the said defendants. And the said C. D. was, before and at the time of committing the grievances hereinafter mentioned on the part of the said Blank Railroad Company defendants, in the employ and service of the said defendants as a freight car brakeman. And the said defendants having so employed and hired the said C. D., in the service as aforesaid, ordered, directed, and assigned him as their servant to take charge of certain freight cars owned and used by said defendants in the transportation of certain freight, to wit, of coal and lumber, from ———, in ——— county, to ———, in Blair County aforesaid, and over the line of railroad aforesaid; which said freight cars were attached to and drawn over the aforesaid line of railroad by a certain locomotive engine, the property of said defendants, and designated and known by them as locomotive engine "No. 500," and which said locomotive engine was in the care of other servants and employes of the said defendants. And the said defendants having so employed the said C. D. for the service aforesaid, it then and there became and was the duty of the said defendants to use all due care in providing safe and properly constructed and road-worthy locomotive engines, and safe and properly constructed and road-worthy cars for carrying and transporting the freight as aforesaid, and the said line of railroad in good order and repair to keep so that the said C. D. should be safely and securely carried and conveyed on said cars, and could with safety and security fulfil his duties in and about the service of brakeman as aforesaid; yet the said Blank Railroad Company, defendants, not regarding their duty in the premises, before that time did not use due and proper care that the said locomotive engine, used for moving and propelling their freight cars on which the said C. D. was so employed as brakeman as aforesaid, should be safely and properly constructed and road-worthy, so that the said C. D. should be safely and securely carried and conveyed on said cars, and could with safety and

security fulfil his duties in and about the service of brakeman as aforesaid, but wholly neglected so to do, and so carelessly and negligently permitted and allowed the aforesaid locomotive engine, "No. 500," so used and employed as aforesaid, by constant use and for want of proper construction, repair, and attention thereto to become so worthless and out of order, by reason of defective boilers and stay-bolts therein, that the same became unsafe and dangerous for the purpose and use aforesaid, so that the said C. D., while employed in and about his business as brakeman as aforesaid, upon the line of railroad aforesaid on the ——— day of ———, A. D. 18—, in the county aforesaid, in consequence of the defective construction and repair of the aforesaid locomotive engine, and by reason of the bursting of the boiler of the aforesaid locomotive engine, occasioned by the defective condition of the same, the freight cars attached to the locomotive engine aforesaid were wrecked, and the said C. D., while in the line of his duty as aforesaid, was then and there killed, to wit, at the county aforesaid. And the plaintiff further avers, that the said C. D., at the time of his death as aforesaid, left one O. D., his widow, to whom the damages recovered can be distributed. And the plaintiff brings into Court here his letters testamentary (or letters of administration), which gives sufficient evidence that he is executor (or administrator) of the said C. D., deceased. To the damage of the plaintiff ——— dollars, whereupon he brings suit, &c.

(66.) *Declaration in Case. Falsely representing a third Person as fit to be trusted.*

For that, whereas, the said plaintiff, before and at the time of the committing of the grievances by the said defendant, as hereinafter mentioned, was and ever since hath been engaged in the trade, occupation, and business of ———, at ———, in the county aforesaid; and, whereas, also the plaintiff so being engaged as aforesaid, one E. F., before the committing of the grievance by the said defendant, as hereinafter mentioned, to wit, on the ——— day of ———, A. D. 18—, at ———, in the county aforesaid, applied to the said plaintiff, and then and there requested the said plaintiff to sell certain goods, wares, and merchandise (or as may be), to the said E. F., upon credit in the way of the said plaintiff's trade, occupation, or business as aforesaid. And the said plaintiff being then and there unacquainted with the character, credit, and circum-

stances of the said E. F., was then and there referred by him to the said defendant for information respecting the same, whereof the said defendant afterwards, before the sale of any goods by the said plaintiff to the said E. F., to wit, on the — day of —, 18—, in —, in the county aforesaid, had notice from the said plaintiff, and the said defendant was then and there interrogated by the said plaintiff, respecting the character, credit, and circumstances of the said E. F., nevertheless the said defendant well knew the premises, and that the said E. F. was then and there in bad and insolvent circumstances, and unfit to be trusted with goods on credit, but contriving, and fraudulently intending, craftily and subtilely, to deceive and injure the said plaintiff in this behalf, on the day and year aforesaid, at —, in the county aforesaid, falsely, fraudulently, and deceitfully (if in writing, say "in writing signed by the said defendant"), in answer to certain questions, then and there put to the said defendant, by the said plaintiff, respecting the character, credit, and circumstances of the said E. F., represented and affirmed that (here set forth the misrepresentations as made by the defendant, or as they appear from the defendant's writing), by means and in consequence of which representations and affirmations so made and given to the said plaintiff by the said defendant, the said plaintiff believing and relying upon the same, and not knowing to the contrary, but supposing therefrom that the said E. F. was in good credit and circumstances, and fit to be trusted as aforesaid, afterwards, to wit, on the day and year aforesaid, and on divers other days and times between that day and the — day of —, then next following, at —, in the county aforesaid, was induced to give credit to the said E. F., and did then and there sell and deliver to him divers goods, wares, and merchandise on credit, to a large amount, to wit, to the amount of — dollars, to wit, at —, in the county aforesaid, whereas in truth and in fact (here negative the truth of the defendant's representations thus: "At the time of the said defendant so making, and giving the said representations and affirmations to the plaintiff as aforesaid, the said E. F. was in bad and insolvent circumstances, and not fit to be trusted with goods, wares, and merchandise on credit, and the said defendant at the time of so making and giving the said representations and affirmations, to the plaintiff as aforesaid, well knew the said E. F. was then in bad and insolvent circumstances, and not fit to be trusted with goods, wares, and merchandise on credit," &c.). And the said plaintiff further

says, that the said several sums of money are still wholly due and unpaid to the said plaintiff, and he is likely wholly to lose the same, to wit, at ———, county aforesaid, whereupon he brings suit, &c.

(67.) *Declaration in Case against Sheriff for taking Insufficient Sureties in Replevin.*

For that, whereas, the plaintiff, heretofore, to wit, on the ——— day of ———, 18—, at ———, was possessed of the following goods and chattels, to wit, &c. (here describe the property), of great value, to wit, of the value of ——— dollars, of his own proper goods and chattels, and that the defendant, on the day and year aforesaid, was High Sheriff of said county, and the plaintiff, so of the said goods and chattels being possessed, and he, the defendant, so as aforesaid, being sheriff of said county, the duty of his said office not considering, but contriving and fraudulently intending the plaintiff of his goods and chattels aforesaid to deprive and defraud, on the day and year aforesaid, at ———, by color of his office aforesaid, and under the pretence of a writ of replevin, to him directed and delivered the goods and chattels aforesaid, at ———, being found at the plaint of one E. F., pretending the same goods and chattels were the proper goods and chattels of the said E. F., of right to belong, and the plaintiff had taken the goods and chattels aforesaid, and the same unjustly detained, against sureties and pledges, the goods and chattels aforesaid to be replevied from the possession of the plaintiff to be delivered to the said E. F., did cause and procure, without sufficient surety and pledges, or any sufficient surety had or taken, to prosecute the said suit and plaint of him, the said E. F., against the plaintiff, with effect and without delay, and to make a return of the said goods and chattels to the plaintiff, if a return should be adjudged to the plaintiff, and to save and keep harmless the said sheriff in making the said replevy, according to the statute in such case made and provided, and the duty of his office, and the tenor of the writ aforesaid, he ought to have done. And, whereas, afterwards, to wit, on the same day and year aforesaid, at ———, he, the plaintiff, was summoned into the Court of Common Pleas of the said county, to appear on the ——— day of ———, 18—, to answer the said E. F. of a plea, wherefore he took the goods and chattels aforesaid, and thereupon it was in such manner proceeded, that by the said Court it was considered that the plaintiff should have a return of the said goods

and chattels aforesaid, to be delivered to him, which said judgment remains and is in full force and effect, not reversed or annulled, and the plaintiff in fact saith that the goods and chattels aforesaid, to the said E. F., by reason of the replevin aforesaid, so as aforesaid delivered to places obscure and unknown, were eloined, whereby they cannot be returned or delivered to the plaintiff, and the plaintiff, the goods and chattels aforesaid, by the occasion aforesaid, hath wholly lost, and is without remedy, to the damage of the plaintiff of ——— dollars, and therefore he brings suit, &c.

(68.) *Declaration in Case against a Carrier for not Delivering Goods.*

——— County, ss.

A. B., the plaintiff in this suit, by E. F., his attorney, complains of C. D., the defendant in this suit, who has been summoned to answer the plaintiff in an action on the case. For that, whereas, the defendant on the ——— day of ———, A. D. 18—, and long before, was, and ever since hath been, a common carrier of goods and chattels, and during all that time hath been used to carry for hire, the goods and chattels of all persons whatever requesting thereto, from ——— to ———, and thence back again to ———. And, whereas, by the laws and customs of the land, every common carrier who receives any goods and chattels of any person, for hire, to carry the same, is bound to carry the same without diminishing or losing any part thereof, so that no damage whatever may happen thereto, by default of such common carrier, or his servant; and, whereas, the plaintiff, on the ——— day of ———, A. D. 18—, at ———, in the county aforesaid, was possessed of ———, as of his proper goods and chattels, and being so possessed thereof, on the same day, at ———, delivered to the defendant said goods to carry them safely from ——— to ——— aforesaid, and then to be delivered to the plaintiff, and the defendant then and there had and received the said goods, to be carried and delivered in manner above set forth. Yet the defendant hath never delivered the said goods to the plaintiff as he ought to have done, but, on the contrary thereof, the said goods, afterwards, on the ——— day of ———, A. D. 18—, at ———, were wholly lost for want of due care and preservation by the defendant, to the damage of the plaintiff of ——— dollars, and thereupon he brings this suit, &c.



(69.) *Declaration in Case against Party for keeping a Dog which Bit Plaintiff.*

—— County, ss.

A. B., the plaintiff in this action, by ——, his attorney, complains of C. D., the defendant in this suit, in a plea of trespass on the case. For that, whereas, the defendant, heretofore, to wit, on the —— day of ——, 18—, and from thence for a long space of time, to wit, until and at the time of the damage and injury to the plaintiff as hereinafter mentioned, to wit, at ——, wrongfully and injuriously did keep a certain dog, he, the defendant, during all that time, well knowing that the said dog then was (used and accustomed to attack and bite mankind), to wit, at —— aforesaid, and which said dog afterwards, and while the defendant so kept the same as aforesaid, to wit, on the —— day of ——, 18—, at the county aforesaid, did attack and bite the plaintiff, and did then and there greatly lacerate, hurt, and wound one of the legs of him, the plaintiff, and thereby he, the plaintiff, then and there became and was sick, sore, lame, and disordered, and so remained and continued for a long space of time, to wit, for the space of six months then next following, during all which time he, the plaintiff, thereby suffered and underwent great pain, and was thereby then and there hindered and prevented from performing and transacting his lawful affairs and business by him during that time to be performed and transacted; and also, by means of the premises, he, the plaintiff, was thereby then and there put to great expense, costs, and charges, in the whole amounting to a large sum of money, to wit, the sum of —— dollars, in and about endeavoring to be cured of the said wounds, sickness, lameness, and disorder so occasioned as aforesaid, and hath been and is, by means of the premises, otherwise greatly injured and damnified, to wit, at the county aforesaid, to the damage of the plaintiff of —— dollars, and thereupon he brings suit, &c.

(70.) *Declaration in Case for Immoderately Driving a Horse.*

For that, whereas, the plaintiff, on the —— day of ——, 18—, at ——, had delivered to the defendant a certain horse of the plaintiff, to ride from —— to ——, a distance of —— miles; but the defendant, on the same day, at the county of —— aforesaid, so immoderately, and with such unreasonable swiftness, rode the said horse, that the said horse thereafterwards, on the same



day, by means of such immoderate and unreasonable riding, died (or was greatly lamed and hurt, and so remained and continued for a long space of time, to wit, hitherto and during all of which time the plaintiff lost, and was deprived of the use and benefit of his said horse, and also the said horse then and there became and was greatly damaged, lessened in value, and spoiled), to the damage of the plaintiff ——— dollars, wherefore he brings suit, &c.

(71.) *Declaration in Case against a Party for allowing a Hole to remain uncovered on his Premises, whereby another fell and was Injured.*

——— County, ss.

A. B., the plaintiff in this action, by ———, his attorney, complains of C. D., the defendant in this case, in a plea of trespass on the case. For that, whereas, the defendant, before and on the ——— day of ———, 18—, was the possessor and occupier of a certain messuage and premises, with the appurtenances, situate in the county of ——— aforesaid, and near to, or along a certain common and public highway there, in which said highway there now is, and before and on the same day and year aforesaid, there was a certain hole, opening into a certain cellar or vault, of and belonging to the said messuage and premises of the defendant, to wit, at ———. Yet the defendant, well knowing the premises, while he was so the possessor and occupier of the said messuage and premises, with the appurtenances, and while there was such hole as aforesaid, to wit, on the day and year aforesaid, at ———, wrongfully and unjustly permitted the said hole to be and continue, and the same was then and there so badly, insufficiently, and defectively covered, that by means of the premises, and for want of a proper and sufficient covering to the said hole, the plaintiff, who was then and there passing in and along the said highway, then and there necessarily and unavoidably slipped and fell into the said hole, and thereby the right arm of the plaintiff was then and there fractured and broken, and he, the plaintiff, became and was sick, sore, diseased, and disordered, and so remained and continued for a long space of time, to wit, from thence hitherto, during all which time, he, the plaintiff, thereby suffered and underwent great pain, and was prevented from attending to and transacting his necessary and lawful affairs and business, by him during that time to be performed and transacted, and was also, by means of the premises, forced and

obliged to pay, lay out, and expend, and did pay, lay out, and expend, a large sum, to wit, the sum of ——— dollars, in and about the endeavoring to get healed and cured of the said wounds, sickness, and disorder, to wit, at ——— aforesaid, to the damage of the plaintiff of ——— dollars, wherefore he brings suit, &c.

(72.) *Declaration in Case for Malicious Prosecution.*

——— County, ss.

A. B., the plaintiff in this action, by ———, his attorney, complains of C. D., the defendant in this action, in a plea of trespass on the case. For that, whereas, the plaintiff now is a good, true, honest, just, and faithful citizen of this Commonwealth, and as such hath always behaved and conducted himself, and hath not ever been guilty, or until the time of the committing of the several grievances by the defendant as hereinafter mentioned, been suspected to have been guilty of (state what), or of any other such crime, by means whereof the plaintiff, before the committing of the said grievances by the defendant, as hereinafter mentioned, had deservedly obtained and acquired the good opinion and credit of all his neighbors, and other good and worthy citizens of this Commonwealth, to wit, at the county aforesaid; yet the defendant, well knowing the premises, but contriving and maliciously intending to injure the plaintiff in his aforesaid good name, fame, and credit, and to bring him into public scandal, infamy, and disgrace, and to cause the plaintiff to be imprisoned for a long space of time, and thereby to impoverish, oppress, and wholly ruin him, heretofore, to wit, on the ——— day of ———, 18—, at the county aforesaid, went and appeared before one E. F., Esq., then and there being one of the justices of the peace in and for the county of ——— aforesaid, and also to hear and determine divers felonies, trespasses, and other misdemeanors committed in the said county, and then and there, before the said E. F., so being said justice as aforesaid, to wit, at ——— aforesaid, falsely and maliciously, and without any reasonable or probable cause whatsoever, charged the plaintiff with having (here state the charge made), and upon such charge the defendant falsely and maliciously, and without any reasonable or probable cause whatsoever, caused and procured the said E. F., so being such justice as aforesaid, to make and grant his certain warrant, under his hand and seal, for the apprehending and taking of the plaintiff, and for bringing the plaintiff before him, the said

E. F., to be dealt with according to law for the supposed offence. And the defendant, under and by virtue of the said warrant afterwards, to wit, on the day and year aforesaid, at the county aforesaid, wrongfully and unjustly, and without any reasonable cause whatsoever, caused and procured the plaintiff to be arrested by his body, and to be imprisoned, and kept, and detained in prison for a long space of time, to wit, for the space of ——— hours then next following, and until he, the defendant, afterwards, to wit, on the ——— day of ———, 18—, at the county aforesaid, falsely and maliciously, and without any reasonable or probable cause whatsoever, caused and procured the plaintiff to be carried and conveyed in custody before the said E. F., so being such justice as aforesaid, to be examined before the said justice, touching and concerning the said supposed crime, which said justice having heard and considered all that the defendant could say or allege against the plaintiff touching and concerning the said supposed offence, then and there, to wit, on the day and year last aforesaid, at the county aforesaid, adjudged and determined that the plaintiff was not guilty of the said supposed offence, and then and there caused the plaintiff to be discharged out of custody, fully acquitted and discharged of the said supposed offence; and the defendant hath not further prosecuted his said complaint, but hath deserted and abandoned the same, and the said complaint and prosecution is wholly ended and determined, to wit, at the county aforesaid.

And, whereas also, the defendant, further contriving and maliciously and wickedly intending as aforesaid, heretofore, to wit, on the ——— day of ———, 18—, at the county aforesaid, falsely and maliciously, and without any reasonable or probable cause whatsoever, charged the plaintiff with having committed a certain offence punishable by law, to wit (state what); and upon such last mentioned charge, he, the defendant, then and there, to wit, on the same day and year last aforesaid, at the county aforesaid, falsely and maliciously caused and procured the plaintiff to be arrested by his body, and to be imprisoned, and to be kept and detained in prison for a long space of time, to wit, for the space of ——— then next following, and at the expiration of which said time, he, the plaintiff, was duly discharged and fully acquitted of the said last-mentioned offence, to wit, at the county aforesaid, by means of which said several premises, he, the plaintiff, hath been and is greatly injured in his said credit and reputation, and brought into public scandal, infamy, and disgrace, with and among all his

neighbors and other good and worthy citizens of this Commonwealth, and divers of those neighbors and citizens, to whom his innocence in the premises was unknown, have, on occasion of the premises, suspected and believed, and still do suspect and believe, that the plaintiff hath been and is guilty of (state what); and also the plaintiff hath, by means of the premises, suffered great anxiety and pain of body and mind, and hath been forced and obliged to lay out and expend, and hath laid out and expended, divers large sums of money, in the whole amounting to a large sum of money, to wit, the sum of ——— dollars, in and about the procuring his discharge from the said imprisonment, and depending on himself in the premises, and the manifestation of his innocence in that behalf, and hath been greatly hindered and prevented, by reason of the premises, from following and transacting his lawful and necessary affairs and business for a long time, to wit, for the space of ———, and also, by reason and by means of the said premises, the plaintiff hath been, and is otherwise greatly injured in his credit and circumstances, to wit, at the county aforesaid, to the damage of the plaintiff of ——— dollars, wherefore he brings suit, &c.

(73.) *Declaration in Case for Deceit in Warranty of Horse.*

For that, whereas, the plaintiff heretofore, to wit, on the ——— day of ———, 18—, at ———, at the special instance and request of the defendant, bargained with the defendant to buy of the defendant a certain horse at and for a certain price or sum of money, to wit, the sum of ——— dollars, and the defendant by then and there falsely and fraudulently warranting the said horse to be sound and quiet in harness, then and there sold the said horse to the plaintiff for the sum of ——— dollars, which was then and there paid by the plaintiff to the defendant; whereas, in truth and in fact, the said horse was, at the time of the said warranty and sale thereof, unsound, unsteady, restive, and ungovernable in harness, and hath from thence hitherto so remained and continued, and the plaintiff in fact saith that the defendant, by means of the premises, on the day and year aforesaid, at ——— aforesaid, falsely and fraudulently deceived the plaintiff on the sale of the said horse as aforesaid, and thereby the said horse afterwards, to wit, on the day and year aforesaid, not only became of no use or value to the plaintiff, but also then and there greatly kicked, hurt, injured, and spoiled a certain other horse of the plaintiff, of great value, to wit, of the

value of ——— dollars, and thereby also the plaintiff was then and there put to great expense of his moneys, in the whole amounting to a large sum of money, to wit, the sum of ——— dollars, in and about the feeding and taking care of, and selling and disposing of the said horse, to wit, at ——— aforesaid, to the damage of the plaintiff of ——— dollars; wherefore he brings suit, &c.

(74.) *Declaration in Case for Debauching a Daughter and Servant.*

——— County, ss.

A. B., the plaintiff in this action, by ———, his attorney, complains of C. D., the defendant in this action, who has been summoned to answer the plaintiff in a plea of trespass on the case. For that, whereas, the defendant, contriving, and wrongfully and unjustly intending to injure the plaintiff, and to deprive him of the service and assistance of E. B., the daughter and servant of the plaintiff, heretofore, to wit, on the ——— day of ———, 18—, and on divers other days and times between that day and the day on which this suit was commenced, at ———, debauched and carnally knew the said E. B., then and there and from thence, for a long space of time, to wit, hitherto, being the daughter and servant of the plaintiff, whereby the said E. B. became pregnant and sick with child, and so remained and continued for a long space of time, to wit, for the space of nine months then next following, at the expiration whereof, to wit, on the ——— day of ———, 18—, at ———, she, the said E. B., was delivered of the child with which she was so pregnant as aforesaid; by means of which said several premises, she, the said E. B., for a long space of time, to wit, from the day and year first above mentioned, hitherto, became and was unable to do or perform the necessary affairs and business of the plaintiff, so being her father and master as aforesaid, and thereby the plaintiff during all that time, lost and was deprived of the service of his said daughter and servant, to wit, at ———; and also, by means of the said several premises, the plaintiff was forced and obliged to, and did necessarily pay, lay out, and expend divers sums of money, in the whole amounting to a large sum of money, to wit, ——— dollars, in and about nursing and taking care of the said E. B., his said daughter and servant, in and about the delivery of the said child, to wit, at the county aforesaid, to the damage of the plaintiff of ——— dollars; wherefore he brings suit, etc.

(75.) *Declaration in Case for Criminal Conversation.*

—— County, ss.

A. B., the plaintiff in this action, by ——, his attorney, complains of C. D., the defendant in this action, who has been summoned to answer the plaintiff in a plea of trespass on the case. For that, whereas, the defendant contriving, and wrongfully, wickedly, and unjustly intending to injure the plaintiff, and to deprive him of the comfort, fellowship, society, aid, and assistance of F. B., the wife of the plaintiff, and alienate and destroy her affection for the plaintiff, heretofore, to wit, on the —— day of ——, 18—, and on divers other days and times between that day and the day of the commencement of this suit, at ——, wrongfully, wickedly, and unjustly debauched and carnally knew the said F. B., then and there and still being the wife of the plaintiff, and thereby the affection of the said F. B. for the plaintiff was then and there alienated and destroyed, and also by means of the premises, the plaintiff hath thereby hitherto wholly lost and been deprived of the comfort, fellowship, society, aid, and assistance of the said F. B., his said wife, in his domestic affairs, which the plaintiff during all the time ought to have had, and otherwise might and would have had, to wit, at —— aforesaid, to the damage of the plaintiff of —— dollars, and thereupon he brings suit, &c.

(76.) *Declaration in Case for a Libel.*

In the Court of Common Pleas of Blair County.

A. B. } No. —.  
 vs. }  
 C. D. } —— Term, 18—.

Blair County, ss.

A. B., the plaintiff in this suit, by ——, his attorney, complains of C. D., the defendant in this suit, who has been summoned to answer the said plaintiff in an action of trespass on the case. For that, whereas, the said plaintiff now is a good, true, and honest citizen of the Commonwealth of Pennsylvania, and as such hath always conducted himself, and, until the committing of the said grievance hereinafter mentioned, was always reputed to be a person of good fame and credit, and hath never been guilty, nor, until the committing of the said grievance, been suspected to have been

guilty of perjury, or any other such crime, by means of which said premises, he, the said plaintiff, before the committing of the said grievance, had deservedly obtained the good opinion of all his neighbors, and all other persons to whom he was known. And, whereas, before the committing of the said grievance, a certain action had been depending in the Court of ——— for the county of ———, at ———, wherein one E. F. was the plaintiff, and one G. H. was the defendant, which said action had been then lately tried in the said Court aforesaid, and on such trial the said plaintiff had been examined on oath, and had given his evidences as a witness on the part of the said E. F. Yet the said defendant, well knowing the premises, but greatly envying the happy condition of the said plaintiff, and contriving, and wickedly and maliciously intending to injure the said plaintiff in his said good fame and credit, and to bring him into public scandal, infamy, and disgrace, and to cause it to be suspected and believed that the said plaintiff had been guilty of perjury, heretofore, to wit, on the ——— day of ———, A. D. 18—, at ———, in the county aforesaid, falsely, wickedly, and maliciously did compose and publish, and cause and procure to be published, of and concerning the said plaintiff, and of and concerning the said action, and the evidence so given by the said plaintiff, a certain false, scandalous, malicious, and defamatory libel, containing (among other things) the false, scandalous, defamatory, and libellous matter following, of and concerning the said plaintiff, and of and concerning the said action, and the evidence so given by the said plaintiff, that is to say, he (meaning the said plaintiff) was foresworn on the trial (meaning the said trial, and then and there meaning that the said plaintiff, in giving his evidence as aforesaid, had committed wilful and corrupt perjury). By means of the committing of which grievance, he, the said plaintiff, hath been, and is, greatly injured in his said good fame and credit, and brought into public scandal, infamy, and disgrace, insomuch that divers good and worthy citizens of this Commonwealth have, by reason of the committing of the said grievance, suspected and believed, and still do suspect and believe the said plaintiff to have been guilty of perjury; and have by reason of the committing of the said grievance, from henceforth hitherto wholly refused to have any transaction or acquaintance with the said plaintiff as they otherwise would have had, to the damage of the said plaintiff of ——— dollars, and thereupon he brings suit, &c.

(77.) *Declaration in Case for a Libel (another Form).*

For that, whereas, the said plaintiff is a good, true, &c. (as in form preceding). Nevertheless, the said defendant, well knowing the premises, but contriving and maliciously intending to vilify and asperse the reputation and character of the said plaintiff, and to bring him into very great infamy and disgrace, on the —— day of ——, A. D. 18—, at ——, did wickedly and maliciously make, write, and publish a certain malicious, false, and scandalous libel, of and concerning the said plaintiff, containing (amongst other things) certain false, malicious, and scandalous matters, according to the tenor following, to wit, &c. (inserting the libellous parts). By reason of the making and publishing of which said malicious, false, and scandalous libel, so as aforesaid published by the said defendant, he the said plaintiff is very much injured in his character, &c.

(78.) *Declaration in Case in Slander. For German Words.*

For that, whereas, he the said plaintiff is a good, true, faithful, and honest citizen of the Commonwealth of Pennsylvania; and from the time of his nativity hitherto hath been held, esteemed, and reputed of good name, fame, behavior, and character, and from all kind of felony, larceny, or other such hurtful crime, free, and altogether unsuspected, during all the time aforesaid, hath lived and remained. By means whereof the said plaintiff, the favor, good will, and esteem of all his neighbors and others to whom he was known deservedly, did acquire and gain. Nevertheless the defendant, not being ignorant of the premises, but contriving and maliciously intending the said plaintiff of his good name, fame, credit, and esteem aforesaid to deprive, and also the same plaintiff into danger of the laws against such offenders made, to induce and bring, the —— day of ——, A. D. 18—, at the county aforesaid, these false, feigned, and scandalous German words following, to the said plaintiff, in the presence and hearing of divers citizens of the said Commonwealth (the German language then and there well understanding) maliciously, falsely, and unjustly did say, speak, and with a loud voice proclaim and publish, to wit, "*du bist ein dieb und ich will est gut machen*," which said false, feigned, and scandalous German words, being translated into English do signify and import, and have the same sense and meaning as these English words following, to wit, you (the said plaintiff meaning) are a thief



and I (himself, the said defendant meaning) will prove it, by means whereof, &c.

(79.) *Declaration in Case in Slander charging a Theft.*

For that, whereas, the plaintiff is, and from his youth hath been, of good fame and reputation among his neighbors for honesty and propriety of conduct, and is, and ever has been, wholly free from the atrocious crime of stealing, and was never convicted or suspected to be guilty of that crime, but hath always maintained himself by honest and industrious attention to his trade and calling; nevertheless, the defendant, not being ignorant of the premises, but fraudulently, maliciously, and wickedly contriving to injure, blacken, and defame the plaintiff in his good fame and reputation, and to injure him in his trade, and to expose him to the pains and penalties prescribed by law for stealing, did, on the ——— day of ———, 18—, at ——— aforesaid, in presence of divers good citizens of this Commonwealth and in conversation with the same, with a loud voice, speak, utter, publish, and proclaim the following false, scandalous, and malicious words of and concerning the plaintiff, to wit (here set out the words with innuendoes), by means of which false and scandalous words, the plaintiff has been greatly injured in his good name and reputation, and has suffered great anxiety of mind, and has been and is exposed to persecution for stealing, to the damage of the plaintiff of ——— dollars, wherefore he brings suit, &c.

(80.) *Declaration in Case in Slander, charging Plaintiff with the crime of Fornication*

For that, whereas, the plaintiff now is a virgin and chaste woman, and from the time of her nativity hath been so, and hath been accounted, esteemed, and reputed as such among her neighbors, as well as of good reputation and fame by all other people, and hath all her lifetime continued untouched and unsuspected of the atrocious crimes of adultery, or fornication, or any such enormous crimes; nevertheless, the defendant, though well knowing the premises, but contriving maliciously and wickedly to injure and defame the plaintiff in her good name and reputation, and to bring her to disgrace and infamy, and to subject her to the penalties and punishment provided by law in such cases, to wit, on the ——— day of ———, 18—, at ———, in presence of divers good people

of this Commonwealth, in a certain discourse which the defendant then and there had of and concerning the plaintiff, did falsely and maliciously speak and publish of and concerning the plaintiff, and of and concerning a charge of fornication, and thereby intending to charge the plaintiff with having been guilty of said crime of fornication, and then and there intended that the said citizens, who then and there heard of said charge, should so understand the defendant, and who then and there did so understand the defendant, the false, scandalous, malicious, and defamatory words following, that is to say (here set out the words with innuendoes), meaning thereby then and there to charge that the plaintiff, being and always having been an unmarried woman, had been and was guilty of the crime of fornication, by means of which false, scandalous, and malicious words so spoken and published the plaintiff hath fallen into disgrace, contempt, and infamy with many persons with whom previously she was in great esteem, to the damage of the plaintiff of ——— dollars, wherefore she brings suit, &c.

(81.) *Declaration in Trespass on the Case in Trover.*

In the Court of Common Pleas of Blair County.

Blair County, ss.

A. B., the plaintiff in this suit, by ———, his attorney, complains of C. D., the defendant in this suit, who has been summoned to answer the plaintiff in action of trespass on the case. For that, whereas, the plaintiff, heretofore, to wit, on the ——— day of ———, 18—, at ———, in the county aforesaid, was lawfully possessed, as of his own property, of certain goods and chattels, to wit (naming them), of great value, to wit, of the value of ——— dollars, lawful money of the United States, and being so thereof possessed, he, the plaintiff afterwards, to wit, on the day and year aforesaid, casually lost the said goods and chattels out of his possession, and the same afterwards, to wit, on the day and year aforesaid, came to the possession of the defendant by finding. Yet the defendant, well knowing the said goods and chattels to be the property of the plaintiff, and of right to belong and appertain to him, but contriving and fraudulently intending, craftily and subtly, to deceive and defraud the plaintiff in this behalf, hath not as yet delivered the said goods and chattels, or any part thereof, to the plaintiff (although often requested so to do), but so to do hath hitherto wholly refused, and still refuses, and afterwards, to

wit, on the —— day of ——, A. D. 18—, at ——, in the county aforesaid, converted and disposed of the said goods and chattels to his, the said defendant's, own use, to the damage of the plaintiff of —— dollars, and thereupon he brings suit, &c.

(82.) *Declaration in Trover by Executor or Administrator for a Conversion in the lifetime of Testator.*

(Commence as in Form of Declaration No. 9.)

For that, whereas, the said E. F., in his lifetime, to wit, on the —— day of ——, 18—, at ——, was lawfully possessed of divers goods and chattels, to wit (here describe the property), of great value, to wit, of the value of —— dollars, as of his own property, and being so possessed thereof, the said E. F., in his lifetime, afterwards, to wit, on the day and year aforesaid, ——, casually lost the said goods and chattels out of his possession, and the same afterwards and in the lifetime of the said E. F. to wit, on the day and year aforesaid, at ——, came to the possession of the defendant by finding. Yet the defendant, well knowing the said goods and chattels to be the property of the said E. F., in his lifetime, and of right to belong and appertain to him and to the plaintiff as executor (or "administrator") as aforesaid after the decease of the said E. F., but contriving and fraudulent intending to deceive and defraud the said E. F., in his lifetime, as the plaintiff as executor (or "administrator") as aforesaid, since the death of the said E. F., in his behalf, did not deliver the said goods and chattels or any of them, to the said E. F., in his lifetime, nor hath he yet delivered the same, or any part thereof, to the plaintiff as executor (or "administrator as aforesaid"), since the death of the said E. F., although requested so to do; and the defendant afterwards, and in the lifetime of the said E. F., to wit, on the —— day of ——, 18—, at ——, converted and disposed of the said goods and chattels to his own use, to the damage of the plaintiff as executor ("or administrator") as aforesaid, of —— dollars, and therefore he brings suit, &c. And the plaintiff brings into Court here the letters testamentary (or "of administration") of the said E. F., deceased, whereby it fully appears to the said Court that the plaintiff is executor (or "administrator") of the said E. F. deceased.

(83.) *Declaration in Trespass for an Assault and Battery.*

In the Court of Common Pleas of Blair County.

A. B. } No. —.  
 vs. }  
 C. D. } ——— Term, 18—.

Blair County, ss.

A. B., the plaintiff in this suit, by ———, his attorney, complains of C. D., the defendant in this suit, who has been summoned to answer the plaintiff in an action of trespass. For that the defendant heretofore, to wit, on the ——— day of ———, A. D. 18—, at ———, in the county aforesaid, with force and arms, made an assault upon the plaintiff, and beat, wounded, and ill-treated him, so that his life was despaired of, and other wrongs to the plaintiff did, against the peace and dignity of the Commonwealth of Pennsylvania, and to the damage of the plaintiff of ———dollars, and therefore he brings this suit, &c.

(84.) *Declaration in Trespass for an Assault and Battery with Special Damages.*

For that, whereas, the defendant, on the ——— day of ———, 18—, at ———, with force and arms, assaulted the plaintiff, and then and there, with great force and violence, seized and laid hold of the plaintiff, and then and there, with his fist, gave and struck the plaintiff a great many violent blows and strokes on and about divers parts of his body, and also, then and there, with force and violence, shook and pulled about the plaintiff, and cast and threw the plaintiff down to and upon the ground, and then and there violently kicked the plaintiff, and gave and struck him a great many other blows and strokes; and also, then and there, with great force and violence, rent, tore and damaged the clothes and wearing apparel, to wit, one coat, one vest, one pair of pants, one shirt, and one hat of the plaintiff of great value, to wit, of the value of ——— dollars, which the plaintiff then and there wore; by means of which said several premises, the plaintiff was then and there greatly hurt, bruised, and wounded, and became and was sick, sore, lame, and disordered, and so remained and continued for a long space of time, to wit, hitherto; during all which time the plaintiff thereby suffered and underwent great pain, and was hindered and prevented from performing and transacting his necessary affairs and business, by him during that time to be performed and trans-

acted ; and also, thereby, the plaintiff was forced and obliged to, and did necessarily pay, lay out, and expend a large sum of money, to wit, the sum of ——— dollars, in and about endeavoring to be cured of the bruises, wounds, sickness, soreness, lameness, and disorder aforesaid, occasioned as aforesaid, to wit, at ——— aforesaid, and against the peace and dignity of the Commonwealth of Pennsylvania.

(Add count for common assault as in Form No. 83.)

(85.) *Declaration in Trespass for driving Carriage against the Plaintiff's, &c.*

For that, the defendant, on the ——— day of ———, 18—, at ———, with force and arms, &c., drove a certain carriage, which the defendant was then and there driving along the highway, with great force and violence against a certain other carriage of the plaintiff, of great value, to wit, of the value of ——— dollars, and in which said last-mentioned carriage the plaintiff was then and there riding in the said highway, and thereby then and there greatly broke and damaged the plaintiff's carriage, by means whereof the plaintiff was then and there thrown with great violence out of his said carriage upon the ground ; and was afterwards, to wit, on the ——— day of ———, 18—, at ———, obliged and compelled to expend, and did expend a large sum of money, to wit, the sum of ——— dollars, in repairing said carriage ; and also, by means of the premises, the plaintiff was then and there greatly bruised, hurt, wounded, and disordered, and so continued for a long space of time, to wit, ——— then next following, and during all that time was prevented from transacting his lawful business by him during the said time to be transacted ; and was also thereby obliged to expend, and did expend a large sum of money, to wit, the sum of ——— dollars, in the cure of his said wounds, bruises, and disorders aforesaid, occasioned as aforesaid, to wit, at ——— ; and other wrongs to the plaintiff then and there did, against the peace and dignity of the Commonwealth of Pennsylvania ; and to the damage of the plaintiff of ——— dollars, and therefore he brings his suit, &c.

(86.) *Declaration in Trespass for False Imprisonment.*

For that, whereas, the defendant, on the ——— day of ———, 18—, at ———, with force and arms, then and there beat, bruised,

and ill-treated him, the plaintiff, and arrested him, the plaintiff, without any authority of law whatever, and then and there imprisoned him, and detained him in prison there without any reasonable or probable cause whatever, for a long space of time, to wit, for the space of ——— then next following, contrary to the will of the plaintiff; whereby the plaintiff was greatly injured in his circumstances and credit, to wit, at ——— aforesaid; and other wrongs to the plaintiff then and there did, against the peace and dignity of the Commonwealth of Pennsylvania, and to the damage of the plaintiff of ——— dollars; and therefore he brings suit, &c.

(Add count for common assault.)

(87.) *Declaration in Trespass for Digging and Removing Coal.*

For that, whereas, the defendant, on the ——— day of ———, 18—, with force and arms, &c., broke and entered a certain coal mine or vein of coal of the plaintiff, situate, &c. (describe the premises), and dug out of the said coal mine or vein of coal of the plaintiff divers large quantities of coal, to wit, ———, of the plaintiff, of great value, to wit, of the value of ——— dollars, then and there found and being, and took and carried away the same, and converted and disposed thereof to his own use, to wit, at ——— aforesaid.

(Add count, *de bonis asportatis*.)

(88.) *Declaration in Trespass on Cutting Down and Carrying away Trees.*

For that, the defendant, on the ——— day of ———, 18—, and on divers other days and times between that day and the commencement of this suit, with force and arms, &c., to wit, at ———, felled, cut, prostrated, and destroyed the trees, to wit (giving number of and describing same), of the plaintiff, of great value, to wit, of the value of ——— dollars, then growing and being in and upon certain lands there situate, and took and carried away the same, and converted and disposed thereof to his own use, to wit, at ——— aforesaid; and other wrongs to the plaintiff then and there did, against the peace and dignity of the Commonwealth of Pennsylvania; and to the damage of the plaintiff of ——— dollars, and therefore he brings suit, &c.

(89.) *Declaration in Trespass for Trespass in Dwelling-House,  
Breaking open Doors, &c.*

For that the defendant, on the ——— day of ———, 18—, at ———, with force and arms, &c., broke and entered a certain dwelling-house of the plaintiff, situate and being in the county of ———, and then and there made a great noise and disturbance therein, and stayed and continued therein, making such noise and disturbance for a long space of time, to wit, for the space of ——— then next following, and then and there forced and broke open, broke to pieces and damaged divers, to wit, ——— doors, of the plaintiff, of and belonging to said dwelling-house, with the appurtenances, and broke to pieces, damaged, and spoiled divers, to wit, ——— locks, ——— staples, and ——— hinges, of and belonging to the said doors respectively, and wherewith the same were then fastened, and of great value, to wit, of the value of ——— dollars; and also, during the time aforesaid, to wit, on the ——— day of ———, 18—, with force and arms, &c., seized and took divers goods and chattels, to wit (describe the goods fully), of the plaintiff, then being found and being in the said dwelling-house, and being of great value, to wit, of the value of ——— dollars, and carried away the same, and converted and disposed thereof to his own use; by means of which said several premises, the plaintiff and his family were, during all that time aforesaid, not only greatly disturbed and annoyed in the peaceable possession of their said dwelling-house, but also the plaintiff was during all that time hindered and prevented from carrying on and transacting therein his lawful and necessary affairs and business, to wit, at the county aforesaid; and other wrongs to the plaintiff then and there did, against the peace and dignity of the Commonwealth of Pennsylvania, and to the damage of the plaintiff of ——— dollars, and therefore he brings suit, &c.

(90.) *Declaration in Trespass. Count for a Common Expulsion.*

And also, for that the defendant, on the ——— day of ———, 18—, with force and arms, &c., broke and entered a certain other dwelling-house of the plaintiff, situate in the county aforesaid, and then and there ejected, expelled, put out, and amoved the plaintiff and his family from the possession, use, occupation, and enjoyment of the said last-mentioned dwelling-house, and kept and continued them so ejected, expelled, put out and amoved, for a long space of

time, to wit, from thence hitherto; whereby the plaintiff, for and during all that time, lost and was deprived of the use and benefit of his said last-mentioned dwelling-house, to wit, at ——— aforesaid; and other wrongs to the plaintiff then and there did, against the peace and dignity of the Commonwealth of Pennsylvania; and to the damage of the plaintiff of ——— dollars, and therefore he brings suit, &c.

(91.) *Declaration in Trespass, Quare Clausum Fregit.*

——— County, ss.

A. B., the plaintiff in this suit, by E. F., his attorney, complains of C. D., the defendant in this suit, who has been summoned to answer the said plaintiff in an action of trespass. For that the said defendant heretofore, to wit, on the ——— day of ———, A. D. 18—, with force and arms, broke and entered the close of the said plaintiff, that is to say, a certain close called ———, situated and being in the township of ———, in the county aforesaid, and with his feet, in walking, trod down, trampled upon, consumed, and spoiled the grass and herbage of the said plaintiff then and there growing, and being of great value, to wit, of the value of ——— dollars, and other wrongs to the said plaintiff then and there did; against the peace and dignity of the Commonwealth of Pennsylvania, and to the damage of the said plaintiff of ——— dollars, and therefore he brings this suit, &c.

(92.) *Declaration in Replevin.*

——— County, ss.

C. D., the defendant in this suit, was summoned to answer A. B., the plaintiff in this suit, of a plea, wherefore he took the cattle of the said plaintiff, and unjustly detained the same, against sureties and pledges, until, &c.; and thereupon the said plaintiff, by E. F., his attorney, complains. For that the said defendant heretofore, to wit, on the ——— day of ———, A. D. 18—, at ———, in the county aforesaid, in a certain place there, called ———, took the cattle, to wit, six cows of the said plaintiff, of great value, to wit, of the value of ——— dollars, and unjustly detained the same, against sureties and pledges, until, &c. Wherefore the said plaintiff saith that he is injured, and hath sustained damage to the value of ——— dollars, and therefore he brings this suit, &c.



(93.) *Declaration in Replevin in Detinet.*

—— County, ss.

A. B., late of ——, in the said county, was summoned to answer C. D. of a plea, wherefore he took the goods and chattels, &c., of him, the said A. B., and unjustly detained them, against sureties and pledges, until ——; and whereupon the said A. B., by E. F., his attorney, complains that the said C. D., on the —— day of ——, A. D. 18—, at ——, in the county aforesaid, took the goods and chattels, viz. (stating the goods replevied, according to the sheriff's return endorsed on the writ), of him, the said C. D., of great value, to wit, of the value of —— dollars, and parcel thereof, to wit (stating the goods replevied), unjustly detained, against surety and pledges, &c., until ——, and the residue or remainder thereof still doth detain, against sureties and pledges, &c. Wherefore he, the said C. D., saith he is injured, and hath damage to the value of —— dollars, and therefore he brings this suit, &c.

(94.) *Declaration in Account Render against Bailiff for Goods, &c.*

In the Court of Common Pleas of Blair County.

A. B. } No. —.  
 vs. }  
 C. D. } —— Term, 18—.

Blair County, ss.

A. B., the plaintiff in this suit, by Mathew Calvin, his attorney, complains of C. D., the defendant in this suit, who has been summoned to answer the said plaintiff in an action of account render. For that the defendant had been bailiff, from the —— day of ——, 18—, until the —— day of ——, 18—, and during all the time aforesaid, to wit, at the county aforesaid, had the care and disposal of divers goods and merchandise of the plaintiff, to wit (here specify the goods, &c.), of the value of —— dollars, to merchandise and make profit thereof for the plaintiff, and to render him a reasonable account thereof when requested: Yet the defendant, though requested, hath not rendered a reasonable account thereof, but hath refused, and still refuses to render the same to him, to the damage of the plaintiff of —— dollars, wherefore he sues, &c.

MATHEW CALVIN,  
 Attorney for Plaintiff.

(95.) *Declaration in Account Render between Partners.*

(Commence as in Form No. 94.)

For that the defendant, on the ——— day of ———, 18—, and from thenceforth until the ——— day of ———, 18—, at the county aforesaid, was the bailiff of certain sums of money, to wit, ——— dollars received by the defendant for the mutual benefit of the defendant and the plaintiff, to render a reasonable account thereof to the plaintiff when thereto requested: Yet the defendant, though requested, hath not rendered to the plaintiff a reasonable account of the premises, or any part thereof, but has refused, and still refuses so to do, to the damage of the plaintiff ——— dollars, wherefore he brings suit, &c.

(96.) *Declaration in Account Render against a Bailiff.*

(Commence as in Form No. 94.)

For that, whereas, the defendant, at the county of ———, had been bailiff to the plaintiff from the ——— day of ———, 18—, to the ——— day of ———, 18—, and during all that time had the care and management of divers goods and chattels of the plaintiff, to wit, one undivided half of ———, all of the value of ——— dollars, to merchandise, and make profit thereof for the plaintiff, and therefore to render the plaintiff the defendant's reasonable account thereof on demand: Yet the defendant, though requested, hath not rendered his reasonable account thereof, but neglects so to do, to the damage of the plaintiff of ——— dollars, wherefore he brings suit, &c.

(97.) *Declaration in Account Render by one Tenant in Common against another as his Bailiff.*

(Commence as in Form No. 94.)

For that, whereas, the defendant, at the county of ———, on the ——— day of ———, 18—, and from thence continually until the ——— day of ———, 18—, was bailiff of the plaintiff for a certain farm, situate, lying, and being in the county aforesaid (here describe the premises), and during all that time receiving the rents, issues, and profits thereof, and whereof the plaintiff and the defendant were seized undividedly, as tenants in common, viz., the plaintiff of one undivided moiety thereof, and the defendant of the other moiety, to the common profit of the plaintiff and the defendant, and

to render a reasonable account thereof to the plaintiff when thereto requested: Yet, though requested, the defendant had never rendered a reasonable account thereof, but wholly refuses so to do, to the damage of the plaintiff, of ——— dollars, wherefore he brings suit, &c.

(98.) *Declaration in Account Render. One Merchant against several others, who are jointly liable to him when the original writ has been served on but one of them, and "Nihil habent" as to the others.*

——— County, ss.

T. D., of the county aforesaid, merchant, was summoned to answer R. A. of a plea, that he render to him a reasonable account of the time in which he was bailiff of the said R., and receiver of moneys, from whatever cause or contract, to the common advantage of the plaintiff and defendant, and one S. S. and one W. T., who were interpleaded with the said T. D., coming as by the law merchant he may reasonably show to him he ought to render, &c. And thereupon the said R., by A. B., his attorney, complains, for that, whereas, the said T. D., together with one S. S. and one W. T. (as to which S. S. and W. T. the summons in this case has been returned *nihil habent*) were the bailiffs of the said R., at the county aforesaid, from the ——— day of ———, A. D. 18—, until the ——— day of ———, A. D. 18—, and during that time had the care and management of ———, of the value of ——— dollars, to merchandise, and make sale thereof for the common profit of them, the said plaintiff, and the said T. D., S. S., and W. T., and to render a reasonable account of the said profits to the said R., when they should be thereunto afterwards requested. And, whereas, also, at the county aforesaid, the said T. D., S. S., and W. T., were receivers of moneys, from whatever cause or contract, to the common advantage of the said plaintiff and the said T. D., S. S., and W. T. coming, from the ——— day of ——— A. D. 18—, until the ——— day of ———, A. D. 18—, and as such did receive, at the county aforesaid, moneys to them, the said R., T. D., S. S., and W. T., coming to their common benefit, by the hands of the said plaintiff, ——— dollars, by the hands of A. B., merchant, of ——— dollars, to render a reasonable account thereof to the said R., when thereunto afterwards they should be required. Nevertheless, the said T. D., S. S., and W. T. (although often required so to do), their reasonable account of the said premises to

the said R. have not yet rendered, but the same to him to render hitherto have refused, and still do refuse, to the damage of the said R. in the sum of ——— dollars, and therefore he brings this suit, &c.

(99.) *Statement which may be substituted for a Declaration.*

In the Court of Common Pleas of ——— County.

A. B.	}	No. —.
<i>vs.</i>		
C. D. and E. F.	}	——— Term, A. D. 18—.

The plaintiff's demand is founded on the assumption of the defendants, C. D. and E. F., to pay the said plaintiff the sum of one thousand dollars with interest from the ——— day of November, A. D. one thousand eight hundred and ———. The said defendants then being indebted to the said plaintiff for the like sum of one thousand dollars, before that time paid, laid out, and expended to the use of the defendants, by the said plaintiff, at the special instance and request of the said defendants, as well as for the like sum had and received by the defendants to the use of the plaintiff, one thousand dollars. Interest from the ——— day of November, A. D. one thousand eight hundred and ———.

NOTE.—The above was decided to be a good form of statement under the Act of Assembly of Pennsylvania. 3 Serg. & R. 402. See also 3 Perrose & Watts, 391.

(100.) *Declaration in Interpleader.*

In the Court of Common Pleas of Blair County.

Samuel Martin	}	No. 195.
<i>vs.</i>		
Eli Root.	}	January Term, 1885.

Blair County, ss.

Samuel Martin, the plaintiff in this suit, by W. M., his attorney, complains of Eli Root, the defendant in this suit, who has been summoned to answer the plaintiff in an action of trespass on the case. For that, whereas, heretofore, to wit, on the ——— day of ———, A. D. 18—, before the making of the promise and undertaking of the defendant hereinafter mentioned, to wit, on the day and year aforesaid, at the county aforesaid, a certain discourse was had and moved between the plaintiff and defendant, wherein a certain question then and there arose between the said parties, to wit, whether of certain goods and chattels, viz. (here specify the same as in sheriff's petition), which had been heretofore, to wit, on the

—— day of ——, A. D. 18—, levied upon by George Fay, sheriff of said county, under and by virtue of a certain writ of *fiery facias*, issuing out of said Court to No. 19 of July Term of the said year, at the suit of the said Eli Root, defendant above, against one Thomas Hood, the right of property was in the plaintiff above at the time of said levy; and in which discourse so as aforesaid had the plaintiff then and there affirmed that the right of property in said goods and chattels was in him, the plaintiff, at the time of the aforesaid levy, which affirmation so then and there made as aforesaid, the defendant then and there contradicted, and then and there affirmed to the contrary thereof; and, thereupon, afterwards, to wit, on the day and year aforesaid, at the county aforesaid, in consideration that the plaintiff, at the special instance and request of the defendant, had then and there paid to the defendant the sum of five hundred dollars, lawful money, if the right of property in the said goods and chattels, so as aforesaid levied on, was at the time of such levy in the plaintiff; and the plaintiff in fact says, that the right of property in said goods and chattels so as aforesaid levied on was, at the time of the levy thereon, in him, the plaintiff, to wit, at the county aforesaid, whereof the defendant, to wit, at the time and place aforesaid, had notice, whereby the defendant then and there became liable to pay the plaintiff the said sum of five hundred dollars, and being so liable the defendant, in consideration thereof, promised the plaintiff to pay him the said sum of five hundred dollars when thereunto afterwards requested.

Nevertheless, though often requested, the defendant hath not paid the plaintiff the said sum of money or any part thereof, but so to do hath and does refuse, to the damage of the plaintiff five hundred dollars, and thereupon he brings suit, &c.

W. M.,  
Attorney for Plaintiff.

(101.) *Declaration in Interpleader—Short Form—adopted by Rule of Court.*

Blair County, ss.

Samuel Martin, plaintiff, complains of Eli Root, defendant, and says that heretofore, to wit, on the —— day of ——, A. D. 18—, the right of property in certain goods and chattels, viz. (here specify the property claimed), was and still is in him; and that the defendant disregarding said right has caused said goods and chattels

to be levied on as the property of one Thomas Hood; he therefore brings suit to determine his right of property aforesaid.

*Short Form of Plea of Defendant to above Declaration.*

And the defendant, by A. A., his attorney, comes and defends the wrong and injury, when, &c., and says that the right of property in said goods and chattels is not in the plaintiff as alleged in his declaration, and of this he puts himself upon the country.

(102.) *Declaration on Feigned Issue to try Validity of Will.*

In the Court of Common Pleas of Blair County.

Alex. Christ	}	No. 700.
vs.		
John Fox.	}	January Term, A. D. 1885.

Blair County, ss.

Alex. Christ, the plaintiff in this suit, by H. H. Snyder, his attorney, complains of John Fox, the defendant in this suit, who has been summoned to answer the plaintiff in an action of trespass on the case. For that, whereas, heretofore, to wit, on the ——— day of ———, A. D. 18—, at the county aforesaid, a certain discourse was had and moved by and between the plaintiff and defendant, of and concerning a certain paper writing, bearing date the ——— day of ———, A. D. 18—, purporting to be the last will and testament of one William Jones, deceased, and upon that discourse the plaintiff then and there asserted and affirmed that the aforesaid writing was the last will and testament of the said William Jones, deceased, which said assertion and affirmation so as aforesaid made by the said plaintiff, the defendant then and there, on the day and year aforesaid, at the county aforesaid, wholly then and there denied, and then and there alleged the contrary thereof; and thereupon afterwards, to wit, on the day and year first above mentioned, at the county aforesaid, the said plaintiff at the special instance and request of the said defendant, undertook and then and there faithfully promised, the said defendant, to pay him the sum of one hundred dollars, lawful money, in case the said writing was not the last will and testament of the said William Jones, deceased; and in consideration thereof, the said defendant then and there undertook and faithfully promised the plaintiff to pay him the sum of one hundred dollars, like lawful money, in case the said writing was the last will and testament of the said William Jones, deceased;

and the plaintiff avers that the said writing, being dated on, &c., was and is the last will and testament of the said William Jones, deceased, whereof the said defendant, afterwards, to wit, on the day and year aforesaid, at the county aforesaid, had notice; by means whereof the said defendant, according to the tenor of his undertaking and promise aforesaid, became liable to pay and ought to have paid to the said plaintiff the said sum of one hundred dollars, lawful money aforesaid, to wit, at the county aforesaid.

Nevertheless, though often requested, the defendant hath not paid the plaintiff the said sum of money or any part thereof, but so to do, hath and does refuse, to the damage of the plaintiff one hundred dollars, and thereupon he brings suit, &c.

H. H. SNYDER,  
Attorney for Plaintiff.

*Plea of Defendant on above Issue.*

And the said defendant comes and defends the wrong and injury, when, &c., and saith that true it is that such discourse was had and moved by and between the plaintiff, of the one part, and the defendant, of the other part, in manner and form as alleged by plaintiff, and that he, the said defendant, did undertake and promise in the manner and form as the said defendant saith, that the plaintiff ought not to have or maintain his aforesaid action against him, because, he says, the saith paper writing is not the last will and testament of the said William Jones, deceased, in manner and form as the said plaintiff hath in that behalf above alleged, and of this he puts himself upon the county.

## DEEDS.

A DEED is a writing or instrument, under seal, containing some contract or agreement, and which has been delivered by the parties. 2 Bl. Com. 295. In its more confined sense, it is a writing by which lands, tenements, and hereditaments are conveyed, which writing is sealed and delivered by the parties.

The several parts to a deed are designated as follows, viz:—

1. The *premises*, being that part of the deed which contains the date; the names and descriptions of the parties; the consideration and the receipt of the same; the grant; the full description of the premises granted; the exceptions, if any; and the recitals, giving the chain of title, &c.

2. The *habendum*, being a statement of what estate or interest is granted by the deed.

3. The *warranty*, being that part of the deed by which the grantor warrants the title to the grantee.

The essentials to a deed are: It must be written or printed on paper or parchment. The parties must be properly qualified. There must be a proper subject-matter, which is the object of the grant. There must be a sufficient consideration. There must be an agreement properly set forth. If desired it must be read to the party executing it. It must be signed and sealed, attested by witnesses, and delivered. It should be acknowledged before a proper officer, and lastly it should be recorded.

A Warranty Deed is one in which the grantor covenants or undertakes to insure and defend such lands and tenements from such persons and to the extent therein specified. The warranty may be general or special. It is general when it warrants against all persons, and special when it warrants against only the grantor, his heirs and those claiming under him. The old rule was, in case the grantee having a warranty deed should be evicted, in case of eviction, by title paramount, that the warrantor should give him lands of equal value: in lieu of that, the consideration money and interest are now recovered; and covenants may be inserted in a deed to make the grantor liable to a still greater extent.

A Quit-Claim Deed is a release or acquittal of a person's interest, whatever that may be, from all claims which the releasor has against the land therein specified.

Deeds by Executors, Administrators, or Guardians are made in an official capacity, either by powers conferred by a will, or by an order of the Orphans' Court. There is usually no warranty inserted in such deeds, and it is of the utmost importance with reference to them, that every requisition of the law should be complied with by executors, administrators, or guardians, to insure a good title. In Pennsylvania, when a decedent's estate is sold by order of the Orphans' Court, all judgments and mortgages no longer continue a lien on the real estate; but such lien, in lieu of being continued on the real estate, is transferred to the proceeds of sale, which must be applied to the extinguishment of any such lien.

A Deed Poll or a Single Deed is made by one party only, it was not indented, but polled or shaved quite even; hence its name. The title conveyed can only be to the extent of the interest of the party whose interest is thus sold, excepting in sales for unpaid taxes, which always bar an adverse title.

Deeds in Trust are given to persons to hold in fee simple, or otherwise, for the use of some other person or persons. The person holding the title is called the Trustee. The estate so held is not subject to the judgment debts of the trustee, to the dower of his wife, or the courtesy of the husband of a female trustee. The one for whose use the trust is created is entitled to proceeds, profits, or use.

The conveyance of property by a Ground-rent Deed may be for a term of years, for life, or in fee; but, in Pennsylvania, these deeds are almost invariably in the latter form. There are two descriptions of Ground-rents, the irredeemable and the redeemable. The irredeemable are those which, by the terms of the instrument, cannot be extinguished by the payment of the consideration money; it being optional however with the grantor to allow of such extinguishment. The redeemable are those which, by the terms of the instrument, may be extinguished by the payment of the consideration money, at the expiration of, or within a certain specified period of time. It was formerly customary in Pennsylvania to insert in a redeemable ground-rent deed a proviso, that if said ground-rent should not be extinguished by the payment of the consideration money within the specified period,



it should become irredeemable. Very few ground-rents of a recent date originally irredeemable exist in Pennsylvania, yet many have become irredeemable as above stated; but by the Act of Assembly of 22d April, 1850, no ground-rent deed, made after that date, which shall contain a reservation that said ground-rent is to become perpetual upon the failure of the purchaser to comply with the conditions therein contained, "shall be so construed as to make the said ground-rent a perpetual encumbrance upon the said real estate; but it shall and may be lawful for the purchaser thereof, at any time after the said ground-rent shall have fallen due, to pay the full amount of the same, and such payment shall be a complete discharge of such real estate from the encumbrance aforesaid."

A Deed may be avoided, 1st. By alterations made in it after its execution. 2d. By the disagreement of those parties whose concurrence is necessary. 3d. By the judgment of a competent tribunal.

While an interlineation, if made after the execution of the deed, will avoid it, though in an immaterial point, yet the Supreme Court of Pennsylvania have held that the question whether interlineations or erasures in a deed were made before or after the execution thereof, is a matter of fact for the jury; that it is error in the Court to reject a deed on the ground that it contains interlineations and erasures; and that where the alteration in a deed is against the interest of the grantee, the presumption will be that it was made before or at the time of the execution. 16 S. & R. 44; 5 Barr, 279; 6 Barr, 368.

If there be interlineations or erasures in a deed there should be a note made of it, which should be witnessed by the witnesses.

A written scroll enclosing the word "seal," or "L. S.," is a good and valid seal in Pennsylvania.

Reference may be had to the following Acts of Assembly relative to Deeds, viz: 2 May, 1715; 28 May, 1715; 24 February, 1770; 18 March, 1775; 14 March, 1777; 8 April, 1785; 28 March, 1786; 13 April, 1791; 30 September, 1791; 19 January, 1793; 18 March, 1814; 23 March, 1819; 3 April, 1826; 16 January, 1827; 14 April, 1828; 15 April, 1828; 19 February, 1835; 13 March, 1839; 3 April, 1840; 6 April, 1840; 16 April, 1840; 21 March, 1841; 5 May, 1841; 6 April, 1843; 14 March, 1846; 9 March, 1847; 11 April, 1848; 9 April, 1849; 10 April, 1849; 15 April, 1849; 25 April, 1850; 26 April, 1850; 15 April, 1851; 18 March, 1852; 14 December, 1854; 5 May, 1854; 26 April, 1854; 9 April, 1856; 21 April, 1856; 2 April, 1859; 6 April, 1859; 20 March, 1860; 1 April, 1863; 22 April, 1863; 10 August, 1864; 22 March, 1865; 16 February, 1866; 23 February, 1866; 17 May, 1866; 10 May, 1867; 8 April, 1868; 26 January, 1870; 23 February, 1870; 14 May, 1874; 18 March, 1875; 23 March, 1877; 25 May, 1878; 26 May, 1881; 8 June, 1881; 20 June, 1883.

### (1.) *Deed without Covenants.*

This indenture, made the \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord one thousand eight hundred and \_\_\_\_\_, between A. B., of \_\_\_\_\_, of the first part, and C. D., of \_\_\_\_\_, of the second part, witnesseth: That the said party of the first part, for and in consideration of the sum of \_\_\_\_\_ dollars, to him in hand paid by

the said party of the second part, the receipt whereof is hereby acknowledged, hath bargained and sold, and by these presents doth bargain and sell, unto the said party of the second part, and to his heirs and assigns, forever, all, &c. (here describe the property). Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, claim, or demand whatsoever of him, the said party of the first part, either in law or equity, of, in, and to the above-bargained premises, and every part and parcel thereof. To have and to hold to the said party of the second part, his heirs and assigns, to the sole and only proper use, benefit, and behoof of the said party of the second part, his heirs and assigns, forever.

In witness whereof, &c.

(2.) *Deed of Confirmation.*

Know all men by these presents, that I, J. J., of ———, in ——— County and State of Pennsylvania, in consideration of the sum of ——— dollars, to me in hand paid by W. B., the receipt whereof is hereby acknowledged, have granted, bargained, sold, ratified, and confirmed, and by these presents do grant, bargain, sell, ratify, and confirm, unto the said W. B., his heirs and assigns, forever, all the estate which I have in the messuage, with the appurtenances, in ———, in the county aforesaid, now in the possession and occupation of the said W. B. To have and to hold the same unto him, the said W. B., and his heirs and assigns, forever.

In witness whereof, &c.

(3.) *Waranty Deed.*

This indenture, made the first day of August, in the year of our Lord one thousand eight hundred and eighty-four, between John Wilt, of the city of Altoona, county of Blair, and State of Pennsylvania, and Sarah his wife, of the first part, and Thomas Fox, of the township of Logan, county and State aforesaid, of the second part, witnesseth: That the said John Wilt and Sarah his wife, for and in consideration of the sum of three thousand dollars, lawful money, paid by the said Thomas Fox, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, conveyed, and confirmed, and by these presents do grant, bargain,

sell, alien, enfeoff, release, convey, and confirm, unto the said Thomas Fox, his heirs and assigns, all that certain tract or piece of land situate in the township of Logan, county of Blair, and State of Pennsylvania, bounded and described as follows, viz. (here give description and boundaries of premises). It being the same premises which Martin Link and Mary his wife by indenture bearing date the tenth day of April, A. D. one thousand eight hundred and seventy-three, did grant and confirm unto John Wilt (party hereto), his heirs and assigns, forever; as in and by the said in part recited indenture, recorded in the office for the recording of deeds, &c., in Blair County aforesaid, in Deed-book 97, page 500, &c., relation being thereunto had more fully and at large appears (whole chain of title can, if desired, be here inserted). Together with all and singular the tenements, hereditaments, and appurtenances to the same belonging, or in any wise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also, all the estate, right, title, interest, property, claim, and demand whatsoever, both in law and equity, of the said parties of the first part, of, in, to, or out of the said premises, and every part and parcel thereof. To have and to hold the said premises, with all and singular the appurtenances unto the said Thomas Fox, his heirs and assigns, to and for the only proper use and behoof of the said Thomas Fox, his heirs and assigns, forever (here any covenants desired may be inserted). And the said John Wilt, his heirs, executors, and administrators do by these presents, covenant, grant, and agree to and with the said Thomas Fox, his heirs and assigns, that he, the said John Wilt, his heirs, all and singular, the hereditaments and premises hereinabove described and granted or mentioned, and intended so to be, with the appurtenances, unto the said Thomas Fox, his heirs and assigns, against the said John Wilt and his heirs, and against all and every other person or persons whomsoever, lawfully claiming or to claim the same or any part thereof (if clause of *special warranty* is desired, say "*by, from, or under them, or any of them*") shall and will by these presents warrant and forever defend.

In witness whereof, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Signed, sealed, and delivered  
in the presence of us,  
W. D. HALL,  
ROBT. JOHNSON.

JOHN WILT, [SEAL]  
SARAH WILT. [SEAL]

(4.) *Warranty Deed with Covenant of Title.*

This indenture, made the tenth day of July, in the year of our Lord one thousand eight hundred and eighty-four, between William M. Jones, of the borough of Ebensburg, county of Cambria, and State of Pennsylvania, and Ellen his wife, of the first part, and Horace Snyder, of the city of Altoona, county of Blair, and State aforesaid, of the second part, witnesseth: That the said parties of the first part, for and in consideration of the sum of twenty-two hundred dollars, unto them in hand paid by the said party of the second part, at and before the sealing and delivery of these presents, the receipt and payment of which is hereby acknowledged, have granted, bargained, sold, released, and confirmed, and by these presents do grant, bargain, sell, release, and confirm unto the said party of the second part, his heirs and assigns, all that certain lot or piece of ground lying and being situate (here describe the premises with chain of title, &c.). Together with all and singular the rights, liberties, privileges, hereditaments, and appurtenances to the same belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also all the estate, interest, and demand whatsoever, in law and equity, of the said parties of the first part, of, in, to, or out of the said premises. To have and to hold the said premises hereby granted, or intended so to be, with all and singular the appurtenances, unto the said party of the second part, his heirs and assigns, to and for the only proper use and behoof of the said party of the second part, his heirs and assigns forever. And the said parties of the first part, their heirs, executors, and administrators do hereby covenant, promise, and agree to and with the said party of the second part, his heirs and assigns, that they the said parties of the first part are lawfully seized of a good and indefeasible estate of inheritance in fee simple, of and in said premises, and have full power and lawful authority to sell and convey the same in fee simple absolute; and that they will, and their heirs, executors, and administrators shall warrant and forever defend the said premises against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof.

In witness whereof, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Sealed and delivered in	}	WILLIAM M. JONES, [SEAL.]
presence of		ELLEN JONES. [SEAL.]
J. W. CURRY,		
R. A. O. KERR.		

(5.) *Deed—Quit-Claim.*

This indenture, made the twentieth day of November, in the year of our Lord one thousand eight hundred and eighty-four, between G. Thomas Bell, of the township of Logan, county of Blair, and State of Pennsylvania, of the first part, and George A. McCormick, of the city of Altoona, county and State aforesaid, of the second part, witnesseth: That the said party of the first part, for and in consideration of the sum of one thousand dollars, unto him well and truly paid by the said party of the second part, at and before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath remised, released, and quit-claimed, and by these presents doth remise, release, and forever quit-claim unto the said party of the second part, his heirs and assigns, all (here give description of premises, chain of title, &c.). Together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also all the estate, right, title, interest, claim, and demand whatsoever, both in law and equity, of the said party of the first part, of, in, to, or out of the same, and every part and parcel thereof. To have and to hold the said premises, with all and singular the appurtenances, unto the said party of the second part, his heirs and assigns, to and for the only proper use and behoof of the said party of the second part, his heirs and assigns forever.

In witness whereof, the said party of the first part has hereunto set his hand and seal, the day and year first above written.

Sealed and delivered in  
presence of  
N. P. MERVINE,  
W. S. HAMMOND.

G. THOMAS BELL. [SEAL.]

(6.) *Deed by an Attorney.*

This indenture, made the eighth day of April, A. D. one thousand eight hundred and eighty-five, between William Thomas, of the city of Altoona, county of Blair, and State of Pennsylvania, and Eliza his wife, of the first part, by John Jones, their attorney in fact, specially constituted by letter of attorney, being dated the first day of April, A. D. 1885, and recorded in the office for the recording of deeds, &c., in Blair County aforesaid, in Deed-book

Z Z, page 200, &c., as by reference thereunto being had appears, and Samuel Snyder of the same place, of the second part, witnesseth, &c. (as in Form of Common Warranty).

In witness whereof, the said parties of the first part, by John Jones, their attorney in fact, have hereunto set their hands and seals, the day and year above written.

Signed, sealed, and delivered in presence of H. T. WOOD, J. W. ROBERT.	}	WILLIAM THOMAS, [SEAL.] ELIZA THOMAS, [SEAL.] By their Attorney, JOHN JONES. [SEAL.]
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(7.) *Deed—Mineral Right.*

This indenture, made the first day of September, in the year of our Lord one thousand eight hundred and eighty-four, between Nelson Mathews, of the borough of Tyrone, county of Blair, and State of Pennsylvania, and Annie M. his wife, of the first part, and Lawson Ranson, of the borough of Clearfield, county of Clearfield, and State of Pennsylvania, of the second part, witnesseth: That the said parties of the first part, for and in consideration of the sum of ten thousand dollars, unto them in hand paid by the said party of the second part, at and before the sealing and delivery of these presents, the receipt and payment of which is hereby acknowledged, have granted, bargained, sold, released, and confirmed, and by these presents do grant, bargain, sell, release, and confirm unto the said party of the second part, his heirs and assigns, all the coal, iron ore, limestone, and any and all other minerals, of whatever kind, lying or being in or upon all that certain tract or piece of land situate in the township of Antis, in the county of Blair and State of Pennsylvania, bounded and described as follows, viz: beginning (here give description of premises). Together with the right of ingress and egress, into, upon, and from the said lands, for the purpose of examining and searching for, and of mining and manufacturing, the said coal, iron ore, and other minerals for market, and taking, removing and transporting the same; and for these purposes to build roads and make all and every improvement necessary upon or under the surface of said land, and to erect such buildings or other structures as may be necessary for the convenient use and working of the mines or works, with a right of depositing the dirt or waste of the said mines or works upon the surface convenient thereto. And the said parties of the first part do hereby

release all and every claim for damages to said land, caused by the opening or working of said mines as aforesaid. To have and to hold the said coal, iron ore, and other minerals, and the rights, liberties, privileges, hereditaments, and premises hereby granted or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, his heirs and assigns, to and for the only proper use and behoof of the said party of the second part, his heirs and assigns forever. And the said parties of the first part, their heirs, executors, and administrators, do by these presents promise, covenant, and agree, to and with the said party of the second part, his heirs and assigns, that they the said parties of the first part, and their heirs, all and singular the hereditaments and premises herein above described, with the appurtenances, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against them, the said parties of the first part, their heirs, and against all and every other person or persons whomsoever, lawfully claiming, or to claim, the same, or any part thereof (if *special warrant* is desired say, "*by from or under them or any of them*"), shall and will by these presents warrant and forever defend.

In witness whereof, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Sealed and delivered in  
presence of  
SAMUEL JONES,  
JACOB BURLEY.

NELSON MATHEWS, [SEAL.]  
ANNIE M. MATHEWS. [SEAL.]

(8.) *Deed by Executor, under Power of Will with Special Warranty.*

To all persons to whom these presents shall come, I, William Mason, of the borough of Tyrone, county of Blair, and State of Pennsylvania, executor of the last will and testament of Henry Roland, late of the said borough of Tyrone, deceased, send greeting: Whereas, the said Henry Roland, deceased, by his last will and testament, duly proved and recorded in the Register's Office of Blair County, Pennsylvania, for the purposes and for the objects as are in said will fully set forth, did therein and thereby authorize the said executor to make sale of and convey all his real estate either at private or public sale as to the said executor should seem meet, and to execute good and sufficient deeds thereof to the purchasers, their heirs and assigns (or as the case may be): Now know ye, that

I, by virtue of the power and authority aforesaid, in said will contained, and in consideration of the sum of five thousand dollars, to me paid by J. C. Kagel, of the borough of Tyrone, county of Blair, and State of Pennsylvania, the receipt whereof is hereby acknowledged, have granted, sold, bargained, and conveyed, and do hereby grant, sell, bargain, and convey to the said J. C. Kagel, his heirs and assigns forever, all that certain tract or piece of land situate in the township of Snyder, county of Blair, and State of Pennsylvania, bounded and described as follows, to wit (here give description of premises): Together with all and singular the rights, liberties, privileges, hereditaments and appurtenances whatsoever thereunto belonging or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, claim, and demand whatsoever of the said Henry Roland, at and immediately before the time of his decease, in law or equity or otherwise howsoever, of, in, to, or out of the same. To have and to hold the said tract or piece of land, with the appurtenances, unto the said J. C. Kagel, his heirs and assigns forever. And I, the said William Mason, do for myself, my heirs, executors and administrators, covenant, promise, and agree to and with the said J. C. Kagel, his heirs and assigns, that the said Henry Roland died, seized of the premises herein granted, that they are free from all incumbrances done or suffered by me, and that I will, and my heirs, executors, and administrators shall warrant and defend the same to the said J. C. Kagel, his heirs and assigns, against the lawful claims and demands of all persons claiming by, from, or under the said Henry Roland, deceased, or myself.

In witness whereof, I have hereunto set my hand and seal, the first day of October, in the year of our Lord one thousand eight hundred and eighty-four.

Signed, sealed, and delivered  
in presence of  
JACOB BURLEY,  
SAML. JONES.

WILLIAM MASON, [SEAL.]  
Executor of the last will  
and testament of  
HENRY ROLAND, deceased.

(9.) *Another form of Executor's Deed under power of Will.*

This indenture, made the fifth day of November, A. D. one thousand eight hundred and eighty-four, between Henry Marks and



Thomas Rex, of the borough of Hollidaysburg, county of Blair, and State of Pennsylvania, executors of the last will and testament of Richard Roe, late of the said borough of Hollidaysburg, deceased, of the one part, and John Doe, of the city of Altoona, county of Blair, and State aforesaid, of the other part. Whereas, the said Richard Roe by virtue of divers good conveyances and assurances in law, became in his lifetime seized in his demesne as of fee of and in two certain lots of ground, situate in the city of Altoona, county of Blair, and State aforesaid, fronting fifty feet, each, on Fiftieth Avenue, between Eightieth and Eighty-first Streets, and being so thereof seized, made his last will and testament, bearing date the fourteenth day of January, A. D. 1883, and which hath been duly proved and now remaineth in the Register's Office in Blair County aforesaid, recourse been thereunto had appears, wherein and whereby he, the said Richard Roe, ordered that his real estate should be sold by his executors, Henry Marks and Thomas Rex, so named and appointed in said instrument: Now this indenture witnesseth, that the said Henry Marks and Thomas Rex, executors as aforesaid, for and in consideration of the sum of thirty-three hundred dollars to them in hand paid by the said John Doe at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, released, and confirmed, and by these presents by virtue of the authority in said last will and testament given and conveyed, do grant, bargain, sell, alien, release, and confirm unto the said John Doe all the above-mentioned two lots of ground, bounded and described as follows (here give description of premises), together with all and singular the rights, liberties, privileges, hereditaments, and appurtenances whatsoever, thereunto belonging or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and also the estate, right, title, interest, property, claim, and demand whatsoever of the said Richard Roe at and immediately before the time of his decease, in law or equity, or otherwise howsoever, of, in, to, or out of the same. To have and to hold the said two certain lots of ground hereby granted, or mentioned, or intended so to be, with the appurtenances unto the said John Doe, his heirs and assigns, to the only proper use and behoof of the said John Doe, his heirs and assigns forever. (The following clause may be inserted or omitted as desired.) And the said Henry Marks and Thomas Rex, executors as aforesaid, for

themselves, their heirs, executors, and administrators, do severally and not jointly, nor the one for the other, or for the act or deed of the other, but each for his own acts only, covenant, promise, and agree to and with the said John Doe, his heirs and assigns, by these presents, that they, the said Henry Marks and Thomas Rex, have not heretofore done or committed any act, matter, or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, are, or shall, or may be impeached, charged, or encumbered in title, charge, estate, or otherwise howsoever. ,

In witness whereof, we have hereunto set our hands and seals, this the day and year above written.

Signed, sealed, and delivered	}	HENRY MARKS, [SEAL.]
in presence of		THOMAS REX, [SEAL.]
WILLIAM SMITH,		Executors of
JOHN JONES.		RICHARD ROE, deceased.

(10.) *Deed ; Executor, under order of Court to pay Debts.*

This indenture, made the twentieth day of July, in the year of our Lord one thousand eight hundred and eighty-four, between Even Rank, executor of the last will and testament of John Smith, late of the township of Allegheny, county of Blair, and State of Pennsylvania, deceased, of the one part, and John London, of the city of Altoona, county and State aforesaid, of the other part.

Whereas, the said John Smith, in his lifetime, and at the time his death, was seized in his demesne as of fee, of a certain tract of land situate in the township of Allegheny aforesaid, containing two hundred acres, be the same more or less. And, whereas, letters testamentary were in due form of law granted unto the said Even Rank. And, whereas, the said executor, at an Orphans' Court held in and for Blair County, and State of Pennsylvania, presented a petition setting forth that the personal estate of the said John Smith was insufficient to pay his just debts, a schedule of the same, together with an inventory of said debts, as well as a statement of all the real estate of the said John Smith, being thereto attached, and praying said Court to allow him to make sale of such part or so much of said land as the Court should think necessary for the purposes in said petition mentioned. And thereupon it was considered and ordered by the said Court, on the tenth day of March, A. D. one thousand eight hundred and eighty-four, that the lands

hereinafter described should be sold according to the prayer of the petitioner. And, whereas, in pursuance of the said order, and by force and virtue of the laws of this State in such case made and provided, afterwards, to wit, on the fifteenth day of May, A. D. 1884, the said Even Rank did expose the said hereinafter-described real estate, with the appurtenances, to sale, at public vendue or outcry, after giving notice thereof according to law, and sold the same unto the said John London for the sum of five thousand five hundred and twenty dollars, he being the highest bidder, and that the highest and best price bidden for the same; which sale, on report thereof made to the Judges of said Court, was, on the thirtieth day of June, A. D. 1884, confirmed, and it was considered and adjudged by the said Court, that the same should be and remain firm and stable forever, as by the records of the said Court, reference being thereunto had, will more fully and at large appear. Now this indenture witnesseth: That the said Even Rank, executor as aforesaid, for and in consideration of the sum of five thousand five hundred and twenty dollars, to him in hand paid by the said John London at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, released, and confirmed, and by these presents doth grant, bargain, sell, release, and confirm unto the said John London, his heirs and assigns, all (here give description of the premises), together with all and singular the rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also all the estate, interest, and demand whatsoever of the said John Smith in his lifetime, at and immediately before the time of his decease, in law, equity, or otherwise howsoever, of, in, and to or out of the same. To have and to hold the said tract or piece of land, hereditaments, and premises hereby granted, or mentioned or intended so to be, with the appurtenances, unto the said John London, his heirs and assigns forever. And the said Even Rank, executor as aforesaid, doth covenant, promise, and agree, two and with the said John London, his heirs and assigns, by these presents, that he, the said Even Rank, hath not done or committed, or knowingly or willingly suffered to be done or committed, any act, matter, or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, are, shall, or may be charged or encumbered, in title, charge, or estate, or otherwise howsoever.

In witness whereof, the said Even Rank hath hereunto set his hand and seal, the day and year above written.

Signed, sealed, and delivered	}	EVEN RANK, [SEAL.]
in presence of		Executor of the last will and
H. T. HEINSLING,		testament of
EZRA ALE.		JOHN SMITH, deceased.

(11.) *Deed by Executor or Administrator, made by order of Court, on Contract to Convey made by decedent in his lifetime.*

Whereas, John Doe, late of the city of Altoona, county of Blair, and State of Pennsylvania, deceased, by force and virtue of divers good conveyances and assurances in law, became in his lifetime lawfully seized in his demesne as of fee, of and in a certain tract or piece of land, &c., situate, &c. (here describe the premises), with the appurtenances, and being so thereof seized, did, on the ——— day of ———, A. D. 18—, enter into an agreement with one Robert Rank for the sale of the same for the sum of two thousand dollars, part thereof, to wit, the sum of five hundred dollars, having been paid by the said Robert Rank to the said John Doe during the lifetime of the latter. And, whereas, the said John Doe did not during his lifetime comply with the said contract, and died without making sufficient provision for complying therewith. And, whereas, the said Robert Rank, agreeably to the provisions and directions of an Act of Assembly approved the first day of March, A. D. 1792, did procure the said recited contract to be duly proved in the Court of Common Pleas of Blair County, on the ——— day of ———, A. D. 18—, which proof the said Court adjudged to be sufficient, and which said contract, with the decree of the said Court being first thereunto attached, was, by the Prothonotary of said Court, and under the seal thereof, duly certified to the proper office for the Recording of Deeds, &c., in Blair County, and was thereupon recorded in Book ———, page —, &c.; and, whereas, John Jones, executor of the last will and testament of the said John Doe (or administrator, &c., as the case may be), preferred his petition to the said Court, praying leave to make and execute a deed of conveyance to the said Robert Rank and his heirs for the said tract or piece of land, with the appurtenances, according to the true intent and meaning of the said contract; and, whereas, the said Court, on the ——— day of ———, A. D. 18—, after considering said petition, and the evidence of the contract afore-

said, did order and decree that the said John Jones, executor as aforesaid, should make and execute a deed to the said Robert Rank and his heirs, for the said described tract or piece of land, agreeably to the terms of the contract aforesaid: Now this indenture witnesseth, that the said John Jones, for and in consideration of the sum of ——— dollars (being the balance of the purchase-money and interest thereon) unto him in hands paid by the said Robert Rank at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, released, and confirmed, and by these presents, by virtue and in pursuance of said decree, doth grant, bargain, sell, alien, release, and confirm unto the said Robert Rank, his heirs and assigns, all the aforesaid tract or piece of land bounded and described as follows, &c., together, &c. (as in Deed by Executors under authority in Will.)

(12.) *Deed; Administrators for Lands sold by order of Court to pay Debts.*

This indenture, made the eleventh day of October, in the year of our Lord one thousand eight hundred and eighty-four, between Robert Waring, administrator of all and singular the goods and chattels, rights and credits, which were of William Black, late of the township of Snyder, county of Blair, and State of Pennsylvania, deceased, of the one part, and Adam Hoover, of the borough of Tyrone, county and State aforesaid, of the other part.

Whereas, the said William Black, in his lifetime, and at the time of his death, was seized in his demesne as of fee, of and in a certain tract of land situate in the said township of Snyder, containing two hundred acres, more or less. And, whereas, letters of administration of all and singular the goods and chattels, rights and credits, which were of the said William Black at the time of his death, were in due form of law afterwards committed unto the said Robert Waring. And, whereas, the said administrator, at an Orphans' Court held in and for Blair County, and State of Pennsylvania, presented a petition setting forth that the personal estate of the said William Black was not sufficient to pay his just debts, a schedule of which personal estate, together with an inventory of the said debts, and a statement of all the real estate of said decedent was thereunto attached. And praying said Court to allow him to make sale of such part or so much of said land as the Court

should think necessary for the purposes in said petition mentioned, reference being had to the records of the said Court will more fully and at large appear. And thereupon it was considered and ordered by the said Court, that the tract or piece of land hereinafter described be sold according to the prayer of the petitioner. And, whereas, in pursuance of the said order, and by force and virtue of the laws of this State in such case made and provided, afterwards, to wit, on the tenth day of September, A. D. 1884, the said Robert Waring did expose the said hereinafter-described real estate, with the appurtenances, to sale, at public vendue or outcry, after giving notice thereof according to law, and sold the same unto the said Adam Hoover for the sum of twenty-six hundred dollars, he being the highest bidder, and that the highest and best price bid for the same; which sale, on report thereof made to the Judges of said Court, was, on the third day of October, A. D. 1884, confirmed, and it was considered and adjudged by the said Court, that the same should be and remain firm and stable forever, as by the records of the said Court, reference being thereunto had, will more fully and at large appear: Now this indenture witnesseth, that the said Robert Waring, administrator as aforesaid, for and in consideration of the sum of twenty-six hundred dollars, to him in hand paid by the said Adam Hoover at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, released, and confirmed, and by these presents doth grant, bargain, sell, release, and confirm unto the said Adam Hoover, his heirs and assigns, all that certain, &c. (here give full description of the premises), together with all and singular the rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also all the estate, interest, and demand whatsoever of the said William Black in his lifetime, at and immediately before the time of his decease, in law, equity, or otherwise howsoever, of, in, and to or out of the same. To have and to hold the said tract or piece of land, hereditaments, and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Adam Hoover, his heirs and assigns forever. And the said Robert Waring doth covenant, promise, and agree, to and with the said Adam Hoover, his heirs and assigns, by these presents, that he, the said Robert Waring, hath not done or committed, or knowingly or willingly suffered to be done or committed, any act, matter, or thing whatsoever, whereby

the premises hereby granted, or any part thereof, is, are, shall, or may be charged or incumbered, in title, charge or estate, or otherwise howsoever.

In witness whereof, the said Robert Waring, administrator as aforesaid, hath hereunto set his hand and seal, the day and year above written.

Signed, sealed, and delivered in presence of A. A. STEVENS, W. M. PASCOE.	}	ROBERT WARING, [SEAL.] Administrator of the estate of WILLIAM BLACK, deceased.
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(13.) *Administrator's Deed of Land which his Intestate had bound himself to Convey.*

To all persons to whom these presents shall come, I, A. B., of ———, administrator of all and singular the goods and chattels, rights and credits, which were of C. D., late of ———, deceased, send greeting. Whereas (here recite the agreement of the intestate to convey, and that the administrator had obtained permission, &c.). Now know ye, that by virtue of the authority and license aforesaid, and in order to fulfil and perform all things in the above-mentioned contract or agreement on the part of the said A. B. to be performed, in consideration of the sum of ———, to me paid by the said C. D., the receipt whereof is hereby acknowledged, and in consideration that the said C. D. had performed and fulfilled all things in the above-recited agreement or contract on his part to be performed and fulfilled, I, the said A. B., have granted, bargained, sold, conveyed, released, and confirmed, and do hereby grant, bargain, sell, convey, release, and confirm to the said C. D., his heirs and assigns, forever, the said (here describe the land), with the appurtenances. To have and to hold the same to the said C. D., his heirs and assigns, to his and their use forever.

In witness whereof, &c.

NOTE.—The widow's right to dower will not pass by this deed unless she join in the conveyance.

(14.) *Deed by order of Orphans' Court when the Administrator refuses to make the same.*

J. B., Esquire, Clerk of the Orphans' Court for the county of ———, in the Commonwealth of Pennsylvania, to all to whom these presents shall come, greeting: Whereas, at an Orphans' Court

for the county of ———, held on the ——— day of ———, A. D. 18—, I. P., and O. P. his wife, N. R., and S. D., presented their petition to the said Court, setting forth that J. O., late of ———, deceased (here recite the petition in full), and the said inquest was awarded by the said Court, according to the prayer of the said petitioners; whereupon a writ of partition or valuation issued out of the said Court bearing date the said ——— day of ———, A. D. 18—, to the sheriff of the said county directed (here recite the writ in full), and that partition or valuation, so made, he should distinctly and openly have before the Judges of the said Court, at ———, the ——— day of ———, A. D. 18—, at which day, before the said Judges, the sheriff of the said county, to wit, W. D., Esquire, made return to the said writ, with a schedule thereto annexed (here recite the return of the sheriff in full), which return and valuation were, on motion, confirmed by the said Court. And, whereas, at the said Court, on the ——— day of ———, A. D. 18—, the said parties to the said writ of partition came into the said Court and declined taking the said premises above described at the valuation, and prayed the said Court to make an order that the said premises may be sold, agreeably to the Act of Assembly in such cases made and provided; whereupon the said Court, upon due proof and full consideration of the premises, did order and direct that the said premises be sold by public vendue or outcry, and that due public and timely notice of the time and place of sale be given, according to law and agreeably to the rules of the said Court, the share of the widow of the purchase-money to remain in the hands of the purchaser, charged on the said estate, during the natural lifetime of the said widow, the interest thereof annually to be paid to her by the purchaser, his heirs and assigns; in pursuance whereof, W. W., administrator of the said J. O., deceased, did, on ———, the ——— day of ———, A. D. 18—, on the said premises, expose the said premises above particularly described, with the appurtenances, to sale by public vendue or outcry, and sold the same to G. D., of ———, for the price or sum of ——— dollars, he being the highest and best bidder, and that the highest and best price bidden for the same. And, whereas, at an Orphans' Court for the said county, held on the ——— day of ———, A. D. 18—, the said W. W. did make return to the said Court that, pursuant to the order and direction of the said Court, after due public and timely notice of the time and place of sale, agreeably to the laws of this Commonwealth and the order of the said Court, he had



exposed the said premises to sale by public vendue or outcry, at the time and place before mentioned, and sold the same to the said G. D. for the price or sum of ——— dollars, as before mentioned, and prayed the said Court to confirm the said sale, which said sale, on report thereof made to the said Court, was confirmed; and on the said ——— day of ———, A. D. 18—, it was ordered and adjudged by the said Court that one-half of the net proceeds of the purchase-money shall remain in the hands of the purchaser during the natural life of M. O., widow of the said J. O., deceased, charged on the premises in the said order of sale, and the interest thereof shall be paid annually to her by the said purchaser, his heirs and assigns, holding the premises, to be recovered by distress or otherwise, as rents are recoverable in this Commonwealth; and at her decease her share of the said purchase-money shall be paid to the persons legally entitled thereto, according to the Act of Assembly, and that W. W., administrator of the said J. O., deceased, execute a deed to the said G. D., the purchaser, for his purchase, said administrator complying in all respects with the said Act of Assembly; and it was further adjudged by said Court that the said sale should be and remain firm and stable forever, as by the records and proceedings of the said Court will fully appear. And, whereas, at the said Court, on the ——— day of ———, A. D. 18—, G. D. presented his petition to the said Court, setting forth that the administrator has neglected and refused, and still neglects and refuses, to comply with the said order of Court, and to comply with the requisitions of the Act of Assembly for that purpose, of all of which the administrator has had due notice, and therefore prays that the said Court will order and direct the clerk of the said Court to execute and deliver to the said G. D., the purchaser, the necessary deed of conveyance, in compliance with the terms and conditions of sale, paying into Court the money payable, and complying with all orders of the said Court thereon, whereupon the said Court, on the same day, did order and direct the said clerk to make, execute, and deliver the necessary deed of conveyance, according to the prayer of the said petitioner, and according to the Act of Assembly in such case made and provided. Now know ye, that I, J. B., Esquire, Clerk of the said Court, for and in consideration of the sum of ——— dollars, lawful money of the United States of America, to me in hand well and truly paid by the said G. D., at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, and by

these presents, in pursuance of the said order of Court, and by force and virtue thereof, and the laws of this Commonwealth in such case made and provided, do grant, bargain, and sell unto the said G. D., his heirs and assigns, all that certain farm and tract of land situate, &c. (here describe the premises, and recite the chain of title), together with all and singular the rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also all the estate, right, title, interest, property, claim, and demand whatsoever of the said J. O. at and immediately before the time of his decease, in law or equity, or otherwise howsoever, of, in, to, or out of the same. To have and to hold all and singular the aforesaid certain tract of land above particularly described, hereditaments, and premises hereby granted or mentioned, and intended so to be, with the appurtenances, unto the said G. D., his heirs and assigns, to and for the only proper use, benefit, and behoof of the said G. D., his heirs and assigns, forever, under and subject to the payment of the lawful interest on the sum of ——— dollars, being the one-half part of the net proceeds of the sale of the said J. O., deceased, under said proceedings, in annual payments on the first day of April in each and every year, to M. O., widow of the said J. O., deceased, for and during the term of her natural lifetime; and at and after her decease, to the payment of the said principal sum of ——— dollars to the heirs-at-law of the said J. O., deceased, or other the persons legally entitled to the same, according to the force and effect of the laws and usages of this Commonwealth in such cases made and provided.

In witness whereof, I have hereunto set my hand and affixed my seal, the ——— day of ———, A. D. 18—.

Signed, sealed, and delivered }  
 in presence of }  
                   J. S. }  
                   A. A. }

J. B.,                   [SEAL.]  
 Clerk.

County of ———, ss.

At an Orphans' Court held in and for the county of  
 [SEAL.] ———, on the ——— day of ———, A. D. 18—, the sale  
 of the above-described premises was confirmed by the  
 said Court; and it was ordered and adjudged by the said Court,

that the same should be and remain firm and stable unto G. D., the above-named grantee, his heirs and assigns forever.

Certified under my hand and the seal of the said Court, this  
 ——— day of ———, A. D. 18—.

J. B.,  
 Clerk.

County of ———, ss.

Acknowledged in open Orphans' Court for the county  
 [SEAL.] of ———, the ——— day of ———, A. D. 18—, and  
 entered among the records thereof in Book, &c.

Certified under my hand and the seal of the said Court.

J. B.,  
 Clerk.

(15.) *Administrator's Deed, for Lands sold by Order of  
 Orphans' Court, in Partition.*

This indenture, made the ——— day of ———, in the year of our Lord one thousand eight hundred and ———, between A. B. and C. D., administrators of all and singular, the goods and chattels, rights and credits, which were of X. X., late of ———, deceased, of the one part, and F. F., of the other part: Whereas the said X. X., was, in his lifetime, lawfully seized in his demesne, as of fee, of and in a certain tract or piece of land, situated in ———, and bounded and described as follows (here describe the land), containing ———, with the appurtenances, and being so thereof seized as aforesaid, died intestate; and whereas at an Orphans' Court, held at ———, in and for the county of ——— aforesaid, the ——— day of ———, A. D. 18—, upon the petition of Z. X., eldest son and heir-at-law (or as the case may be) of the said X. X., praying the Court to award an inquest to make partition of the said real estate of the said intestate, in the said partition mentioned, to and among his children and representatives, in such manner and in such proportions as by law is directed and appointed, if such partition could be made without prejudice to or spoiling the whole, otherwise to value and appraise the same, the said inquest was awarded by the Court, according to the prayer of the said petitioner; whereupon a writ of partition or valuation issued out of the said Court, bearing test the ——— day of ———, A. D. 18—, to the sheriff of the said county directed, commanding him to summon an inquest

to make partition of the said real estate to and among the children and representatives of the said intestate according to law, if such partition could be thereof made without prejudice to and spoiling the whole; but if such partition could not be made thereof as aforesaid, then to value and appraise the same; and that the partition or valuation so made he should distinctly and openly have before the Judges of the said Court, at ———, the ——— day of ———, A. D. 18—. At which day, before the Judges aforesaid, the sheriff of the said county, to wit, O. N., Esq., made return of the said writ, with a schedule thereunto annexed, by which schedule or inquisition, under the hand and seal as well of the said sheriff as of the inquest therein named, it appears, by the oaths and affirmations of the said inquest, that the real estate in the said writ mentioned could not be parted and divided to and among the parties therein named without prejudice to or spoiling the whole thereof; and therefore the inquisition aforesaid, upon their oaths or affirmations aforesaid, had valued and appraised the same at the sum of ——— dollars, which return and valuation were, on motion, confirmed by the Court. And whereas all the heirs and legal representatives of the said X. X. having severally and respectively refused to take the said tract or piece of land at the valuation aforesaid, the said Court did, upon the application of the said Z. X. (or other party, as the case may be), grant a rule upon all the heirs and legal representatives of the said intestate to show cause, at an Orphans' Court to be held at ———, in the county of ———, the ——— day of ——— next ensuing, why the said real estate should not be sold, according to the Act of General Assembly in such case made and provided; at which said time and place, legal notice of the aforesaid rule being proved to have been duly given to all the heirs and legal representatives of the said intestate, and no cause being shown why the said real estate should not be sold as aforesaid, the said Court did then and there make an order commanding the said A. B. and C. D., administrators as aforesaid, to expose the aforesaid tract or piece of land of the said intestate to public sale, on the premises (or as the case may be), upon the terms in the said order directed. In pursuance whereof, the said administrators, having first given sufficient security, according to law, for the faithful execution of the power committed to them, did, in accordance with the directions of the said order, expose the premises therein

mentioned to sale by public vendue, and sold the same to the said F. F., at and for the sum of ——— dollars, he being the highest bidder, and that the highest and best price bidden for the same, which sale, on return thereof made to the Judges of the said Court, was, on the ——— day of ——— last past confirmed; and it was considered and adjudged by the said Court that the said tract or piece of land, with the appurtenances so sold as aforesaid, should be transferred and vested in the said F. F., as fully as the said X. X. held the same at his decease, subject and liable to the payment of the purchase-money, according to the terms prescribed in the said order, as by the records and proceedings of the said Court, remaining at ——— aforesaid, relation thereunto being had, will more fully and at large appear: Now this indenture witnesseth, that the said A. B. and C. D., administrators as aforesaid, for and in consideration of the said sum of ——— dollars, to them in hand paid by the said F. F., at and before the ensealing and delivery hereof, the receipt and payment whereof they do hereby acknowledge, have granted, bargained, sold, aliened, released, and confirmed, and by these present (by virtue of the power and authority to them given by the aforesaid order of Orphans' Court, and pursuant to the directions thereof) do grant, bargain, sell, alien, release, and confirm unto the said F. F., his heirs and assigns, all that the above-mentioned and described tract or piece of land, with the appurtenances. Together with all and singular the rights, liberties, privileges, hereditaments, and appurtenances whatsoever, thereunto belonging or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, claim, and demand whatsoever of the said X. X. in his lifetime, at and immediately before the time of his decease, of, in, to, or out of the same. To have and to hold the said tract or piece of land, hereditaments, and premises, hereby granted, or mentioned, or intended so to be, with the appurtenances, unto the said F. F., his heirs and assigns, to the only proper use, benefit, and behoof of the said F. F., his heirs and assigns, forever. [And the said A. B. and C. D. do severally, but not jointly, or the one for the other, or for the act or deed of the other, but each for his own act only, covenant, promise, and agree, to and with the said F. F., his heirs and assigns, by these presents, that they, the said A. B. and C. D. have not, nor hath either of them done, com-

mitted, or wittingly, or willingly suffered to be done or committed any act, matter, or thing whatsoever, whereby the premises aforesaid, or any part thereof, is, are, or shall or may be impeached, charged, or encumbered in title, charge, or estate, or otherwise howsoever.]

In testimony whereof, &c.

NOTE.—That part contained in brackets may be retained or omitted, as desired.

(16.) *Deed under Order of Sale in Partition.*

This indenture, made the ——— day of ———, in the year of our Lord one thousand eight hundred and ———, between J. L., a trustee appointed by the Orphans' Court of ——— County, Pennsylvania, in the matter of the partition of the real estate of R. R., deceased, of the one part, and A. B., of ———, said county and State, of the other part. Whereas, on the ——— day of ———, A. D. 18—, the petition of C. D. was presented to the Orphans' Court of the said ——— County, praying for a partition of the real estate of R. R., deceased, and a writ of partition was thereupon ordered and issued by the Orphans' Court; and whereas the return to the inquest held on said writ was filed in said Court the ——— day of ———, A. D. 18—, and duly confirmed by said Court on the ——— day of ———, A. D. 18—; and whereas on the ——— day of ———, 18—, a rule was granted on the heirs of said decedent to accept or refuse the real estate at the valuation, &c.; and whereas said rule was returned the ——— day of ———, A. D. 18—, duly served; and whereas said heirs neglected to accept said land or make bids on the same; and whereas on the ——— day of ———, A. D. 18—, the administrator of said decedent's estate declined to make sale of said real estate; and whereas the said last-mentioned day the said Orphans' Court appointed J. L., a trustee, and ordered and directed him to make sale of said real estate at a time and place and upon terms fully set forth in said order of sale; and whereas said J. L., trustee, after duly advertising sale, did, on the ——— day of ———, A. D. 18—, on the premises, sell said real estate, hereinafter fully described, at public sale to A. B., for the sum of ——— dollars; and whereas return of said sale was duly made to said Court by said trustee on the ——— day of ———, A. D. 18—, and by said Court duly confirmed on the ——— day of ———, A. D. 18—. Now this indenture witnesseth, that the said J. L., trustee as aforesaid, for and in consideration of the sum of ——— dollars,

&c. (as in Form next above), and by these presents, and by virtue of the proceeding and decrees above set forth, doth grant, bargain, sell, alien, release, and confirm unto the said A. B., his heirs and assigns, forever, all that piece or tract of land situate in, &c., bounded and described as follows (here give a description of the premises). Together with all and singular, &c. (as in Form next above). To have and to hold, &c. (as in Form next above).

(If warranty is desired, see Form next above.)

In witness whereof, &c.

*(17.) Deed of Assignment for benefit of Creditors.*

This indenture, made the twentieth day of October, in the year of our Lord one thousand eight hundred and eighty-four, between John Doe, of the city of Altoona, county of Blair, and State of Pennsylvania, and Mary his wife, of the first part, and Richard Roe, of the same place, of the second part. Whereas, the said John Doe, owing to sundry losses and misfortunes, is at present unable to discharge his just debts, and is willing to assign all his property for the benefit of his creditors: Now this indenture witnesseth, that the said John Doe, and Mary his wife, as well in consideration of the premises, and for the purpose of making a just distribution of his estate and effects among his creditors, as also the sum of one dollar, to them in hand paid by the said Richard Roe, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, transferred, and set over, and by these presents do grant, bargain, sell, assign, transfer, and set over unto the said Richard Roe, his heirs and assigns, all the certain lot of ground situate in the said city of Altoona, county of Blair, and State aforesaid, and being Lot No. 10, in Block Z Z, in the general plan of said city, fronting fifty feet on One Hundredth Avenue between Forty-first and Forty-second Streets, and extending in length or depth of that width one hundred and twenty feet to an alley. And also all the goods, chattels, and effects, and property of every kind, real, personal, and mixed, of the said John Doe (saving and excepting any and all property to which Mary Doe, individually may be entitled, and also such an amount of property as is by law exempt from levy and sale on execution), to have and to hold, receive and take the same to the said Richard Roe, his heirs and assigns, forever; in trust, however, and to the intent and purpose that he, the said Richard Roe, shall and do, as soon as convenient, sell and dispose of all the lands, tenements, goods, and chattels of him, the said John Doe,

and collect and recover all the outstanding claims and debts to him, the said John Doe, due, and with the moneys arising therefrom, after deducting the reasonable costs and charges, of him the said Richard Roe, shall and do pay the creditors of the said John Doe their respective just demands in full, if there shall be sufficient assets to satisfy the whole; and if there shall not be sufficient assets to satisfy all the just demands of the creditors in full, then *pro rata* according to the amount of their respective demands, without preference as between individuals. And should any part or portion of said trust property or funds remain, after fully complying with the trusts aforesaid, then the said Richard Roe shall deliver over and reconvey the same to the said John Doe, his heirs, executors, administrators, or assigns.

In witness whereof, the said parties of the first part to these presents have hereunto set their hands and seals, the day and year first above written.

Sealed and delivered in  
presence of  
W. M. BEYER,  
W. LEE WOODCOCK. }

JOHN DOE, [SEAL.]  
MARY DOE. [SEAL.]

(18.) *Deed by Assignee for benefit of Creditors, for Lands sold  
by Order of Court.*

This indenture, made the tenth day of February, A. D. one thousand eight hundred and eighty-five, between A. V. Dively, of the city of Altoona, county of Blair, and State of Pennsylvania, assignee of William Roop, of the said city of Altoona, county and State aforesaid, and Jane E. his wife, in trust for the benefit of the creditors of the said William Roop, of the one part, and W. D. Couch, of the same city, county, and State, of the other part. Whereas, the said William Roop and Jane E. his wife, by their deed of assignment, duly executed, and bearing date the first day of July, A. D. one thousand eight hundred and eighty-four, and recorded in the office for recording deeds, in the county of Blair and State of Pennsylvania, in Deed Book, vol. 101, page 500, &c., in consequence of sundry losses and misfortunes, and other causes and considerations therein mentioned, did grant, convey, assign, transfer, and set over the property, real, personal, and mixed, in said deed, mentioned and described unto the said A. V. Dively, in trust, and for the purpose of making a just distribution of the estate



and effects in said indenture mentioned and described to and among all the creditors of the said William Roop. And whereas, the said assignee accepted the said trust, and at a Court of Common Pleas, held in and for the county of Blair and State of Pennsylvania, presented his petition, setting forth that the personal estate of the said William Roop was insufficient for the payment of his debts, and that the real estate was so encumbered with liens as to make it difficult to determine whether the same could be sold for enough to pay all the liens thereon; and containing a statement of the amount of said personal estate, a statement of said debts, together with a schedule of said liens and a description of said real estate, and praying the said Court to grant an order authorizing and empowering the said assignee to sell the said real estate at public sale. Whereupon the said Court did, on the tenth day of August, A. D. one thousand eight hundred and eighty-four, adjudge, order, and decree that the said real estate be sold according to the prayer of the said petition. And whereas, in pursuance of the said order, and by force and virtue of the laws of the Commonwealth of Pennsylvania, in such case made and provided, afterwards, to wit, on the twentieth day of September, A. D. one thousand eight hundred and eighty-four, the said A. V. Dively, assignee, as aforesaid, did expose the real estate, hereinafter fully described, to sale at public vendue or outcry, after having given due and legal public notice thereof, and sold the same to the said W. D. Couch, at and for the sum of two thousand dollars, he being the highest bidder, and that the highest and best price bidden therefor, which said sale on report thereof made to the said Court of Common Pleas on the second day of November, A. D. one thousand eight hundred and eighty-four, was confirmed, and it was considered and adjudged by the said Court that the same should be and remain firm and stable forever, as in and by the records and proceedings of the said Court of Common Pleas, will more fully and at large appear: Now this indenture witnesseth, that the said A. V. Dively, assignee as aforesaid, for and in consideration of the sum of two thousand dollars, to him in hand paid by the said W. D. Couch, at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, enfeoffed, released, and confirmed, and by these presents, pursuant to the said order of Court, doth hereby grant, bargain, sell, alien, enfeoff, release, and confirm unto the said W. D. Couch, his heirs and assigns, all that certain, &c. (here give full description of the

premises). Together with all and singular the rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also all the estate, right, title, interest, property, claim, and demand whatsoever of the said William Roop, and Jane E. his wife, at and immediately before the time of the execution and delivery of the aforesaid deed of assignment, in law, equity, or otherwise howsoever of, in, and to or out of the same. To have and to hold the said tract or piece of land, hereditaments, and premises hereby granted or mentioned, and intended so to be, with the appurtenances unto the said W. D. Couch, his heirs and assigns forever. And the said A. V. Dively does covenant, promise, grant, and agree to and with the said W. D. Couch, his heirs and assigns, by these presents, that he, the said A. V. Dively, has not done, committed, or knowingly or willingly suffered to be done or committed any act, matter, or thing whatsoever, whereby the premises aforesaid, or any part thereof, is, are, shall or may be charged or encumbered in title, charge, or estate, or otherwise howsoever.

In testimony whereof, the said A. V. Dively, assignee as aforesaid, has hereunto set his hand and seal, the day and year first above written.

Signed, sealed, and delivered  
in the presence of  
S. BENDHEIM,  
WILLIAM ALEXANDER.

A. V. DIVELY, [SEAL.]  
Assignee of WILLIAM ROOP and  
JANE E. ROOP.

(19.) *Deed of Guardian—Land sold by Order of Orphans' Court.*

This indenture, made the first day of July, in the year of our Lord one thousand eight hundred and eighty-four, between John Jones, guardian of the estate of Martin Max, a minor son of William Max, late of the city of Altoona, county of Blair, and State of Pennsylvania, deceased, of the one part, and John W. Cherry, of the city of Altoona aforesaid, of the other part. Whereas, by virtue of certain good conveyances and assurances in law, duly had and executed, the said William Max became in his lifetime lawfully seized in his demesne, as of fee, of and in one certain lot or piece of ground, situate in the city of Altoona, county of Blair, and State of Pennsylvania, &c. (here describe the premises), and being so thereof seized, made his last will and testament in

writing, bearing date the first day of June, A. D. 1883, wherein and whereby (among other things) he did give and devise the said lot of ground unto his son Martin Max, and his heirs, as in and by the said in part recited will, duly proved since his decease and remaining in the Register's Office in said Blair County, reference been thereunto had appears (or, if the deceased made no will, after the word "seized," say "*died intestate*"); and whereas at an Orphans' Court held in and for the said county of Blair, upon the petition of the said Martin Max, the said John Jones was appointed guardian of the estate of the said Martin Max during his minority, and it appearing to the said Court that the said Martin Max was not possessed of a personal estate adequate to his maintenance and education (or "that the estate of the said Martin Max was so unproductive and expensive," or "in such a state of dilapidation and decay" that it would be to his manifest interest and benefit to have the same sold), the said Court did then and there make an order empowering the said John Jones to make sale of the above-described lot of ground for the purposes aforesaid, and to make a title thereto to the purchaser; in pursuance whereof the said John Jones did, on the twentieth day of May, A. D. 1884, on the premises aforesaid, in accordance with the said order, expose the premises therein mentioned to public sale, and sold the same to the said John W. Cherry, at and for the sum of two thousand dollars, he being the highest bidder, and that the highest and best price bidden for the same, which sale, on report thereof made to the said Court, on the twenty-fifth day of May, A. D. 1884, was confirmed; and it was considered and adjudged by the said Court that the same should be and remain firm and stable forever, as by the proceedings and records of said Court, reference thereunto being had, will fully appear: Now this indenture witnesseth, that the said John Jones, guardian, &c., for and in consideration of the sum of two thousand dollars, to him paid by the said John W. Cherry, at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, released, and confirmed, and by these presents, in pursuance of the authorities vested in him by the aforesaid Court, doth grant, bargain, sell, alien, release, and confirm unto the said John W. Cherry, his heirs and assigns, all the above-mentioned and described lot of ground with the appurtenances. Together with all and singular the rights, liberties, privileges, hereditaments, and appurtenances whatsoever, thereunto belonging or in any wise appertaining, and the reversions

and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, claim, and demand whatsoever of the said William Max in his lifetime, at and immediately before the time of his decease, in law, equity, or otherwise howsoever, of, in, to, or out of the same. To have and to hold the said lot of ground, hereditaments, and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, unto the said John W. Cherry, and assigns, to and for the only proper use and behoof of the said John W. Cherry, or assigns, forever. (The following clause may be inserted or omitted as desired:) And the said John Jones doth covenant, promise, and agree, to and with the said John W. Cherry and assigns, by these presents, that he, the said John Jones, hath not done, committed, or knowingly or willingly suffered to be done or committed, any act, matter, or thing whatsoever whereby the premises hereby granted, or any part thereof, is, are, shall, or may be impeached, charged, or encumbered, in title, charge, estate, or otherwise howsoever.

In witness whereof, the said John Jones hath hereunto set his hand and seal, the day and year above written.

Sealed and delivered in the presence of W. H. BRIDENBAUGH, A. A. STEVENS.	}	JOHN JONES, [SEAL.] Guardian of MARTIN MAX.
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(20.) *Guardian's Deed upon Private Sale, the Widow Joining.*

This indenture, made the ——— day of ———, in the year of our Lord one thousand eight hundred and ———, between A. B., guardian of H. H. and L. H., minor children of N. H., deceased, and O. H., widow of said decedent, of the one part, and X. X., of the second part.

Whereas, N. H., late of ———, in the county of ———, and State of Pennsylvania, died on the ——— day of ———, A. D. 18—, intestate, leaving to survive him a widow, O. H., and two minor children, namely, H. H. and L. H. And, whereas, A. B. was, on the ——— day of ———, A. D. 18—, appointed guardian of the estate of H. H. and L. H., said minor children of N. H., deceased. And, whereas, the said O. H., widow, and A. B., guardian of said minor children, own, as tenants in common, three certain pieces or parcels of land, hereinafter more fully described, the interest of the said O. H., widow, being one-third undivided,

and the interest of said guardian being two-thirds undivided. And, whereas, the said guardian presented his petition to said Court, on the ——— day of ———, A. D. 18—, setting forth that X. X. had offered to purchase the said three tracts of lands from said O. H., widow, and said guardian, for the price or sum of ——— dollars; that said widow had agreed to sell her undivided interest in said tracts for a proportionate part of said sum; that the price so offered was a fair one, and a better and a higher price than could be procured at a public sale of said tracts of land, and praying the Court that the said guardian be authorized, acting in conjunction with said widow, to sell and convey to said ——— the two-thirds interest undivided in said three tracts of land held by him in trust for his said wards. Whereupon the said Court, after having referred the said petition and the matter therein contained to S. S., Esq., auditor, and after having confirmed absolutely the report of the said auditor, recommending that the prayer of the petitioner be granted, ordered, and decreed, on the ——— day of ———, A. D. 18—, that the said guardian, acting in conjunction with said widow, be authorized and empowered to sell at private sale to said X. X., the said three tracts of land, for the price or sum and upon the terms and conditions set forth and contained in the petition of said guardian, and in said decree of Court: Now this indenture witnesseth, that the said A. B., guardian as aforesaid, and the said O. H., widow, for and in consideration of the sum of ——— dollars, lawful money of the United States, to them in hand paid by the said X. X., at and before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, released, and confirmed, and by these presents by force and virtue of the said order and decree of the said Orphans' Court of the county of ———, do grant, bargain, sell, alien, release, and confirm unto the said X. X., his heirs and assigns, all those certain pieces or parcels of ground bounded and described as follows (here describe the real estate sold), together with all and singular the rights, liberties, privileges, hereditaments, and appurtenances whatsoever, thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also all the estate, right, title, interest, property, claim, and demand whatsoever of the said N. H. in his lifetime, at and immediately before the time of his decease, and of the said O. H., of, in, to, or out of the same. To have and to hold the said three tracts of land, hereditaments, and premises hereby granted or men-

tioned, or intended so to be, with the appurtenances, unto the said X. X., his heirs and assigns, to the only proper use, benefit, and behoof of the said X. X., his heirs and assigns forever. And the said O. H., for herself, her heirs, executors, and administrators, doth hereby covenant, promise, and agree to and with the said X. X., his heirs and assigns, that she, the said O. H., and her heirs, the above-mentioned and described premises, with the appurtenances, unto the said X. X. against her and her heirs, and against all and every other person or persons whomsoever lawfully claiming or to claim by, from, or under, her, them, or any of them, shall and will warrant and forever defend by these presents. (And the said A. B. doth covenant, promise, and agree to and with the said X. X., his heirs and assigns, by these presents, that he, the said A. B., hath not done, committed, or wittingly or willingly suffered to be done or committed, any act, matter, or thing whatsoever, whereby the premises aforesaid, or any part thereof, is, are, or shall, or may be impeached, charged, or encumbered in title, charge, or estate, or otherwise howsoever.)

In witness whereof, the said parties to these presents have hereunto set their hands and seals, the day and year first above written.

Sealed and delivered  
in the presence of us,  
V. V.,  
W. W.

O. H. [SEAL.]  
A. B., [SEAL.]  
Guardian of H. H. and L. H.

(21.) *Deed of Trust for the Benefit of a Married Woman.*

This indenture, made the —— day of ——, in the year of our Lord one thousand eight hundred and ——, between J. J., of the city of Altoona, and State of Pennsylvania, and M. his wife, of the one part, and W. D., of the same place, of the other part, witnesseth: That the said J. J. and M. his wife, for and in consideration of the sum of —— dollars, lawful money of the United States, to them in hand paid by the said W. D. for the uses and upon the trusts hereinafter mentioned, at and before the ensembling and delivery hereof, the receipt whereof they do hereby acknowledge, have granted, bargained, sold, aliened, enfeoffed, released, and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, and confirm unto the said W. D., his heirs and assigns, forever, all that certain piece or parcel of land situated, &c. (here describe the premises), together with all and singular the

buildings and improvements to the same belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof. To have and to hold the said piece or parcel of land, with the appurtenances, hereby granted, or intended so to be, unto the said W. D., his heirs and assigns, forever, in trust, nevertheless, and for the uses following, and none other, that is to say, for the sole and separate use of A. B., the wife of T. B., of the city of Altoona, county and State aforesaid, for and during her natural life, and so as she alone, or such person as she shall appoint, shall take and receive the rents, issues, and profits thereof, and so as her said husband shall not in any wise intermeddle therewith; and from and after the decease of the said A. B., in trust for the use of the heirs of the body of the said A. B., by the said T. B., begotten, or to be begotten, forever, with power to the said W. D., to sell and convey, in fee simple, the whole or any part of the aforesaid premises and appurtenances, to any person or persons, and for such sum or sums of money as the said A. B., by writing under her hand and seal, and duly acknowledged at any time during her natural life, may appoint and direct. And the said J. J., and M. his wife, for themselves, their heirs, executors, and administrators, do covenant and agree, to and with the said W. D., his heirs and assigns, by these presents, that they, the said J. J., and M. his wife, and their heirs, the said above-mentioned and described piece or parcel of land, with the appurtenances, unto the said W. D., his heirs and assigns, against him, the said J. J., and his heirs, and against all and every other person and persons whomsoever lawfully claiming or to claim the same, or any part thereof (by, from, or under him, them, or any of them), shall and will warrant and forever defend, by these presents.

In witness whereof, &c.

(22.) *Deed from the above Trustee by direction of the Married Woman, for whose benefit the Trust was created.*

This indenture, made the ——— day of ———, in the year of our Lord one thousand eight hundred and ———, between W. D., of ———, trustee of the hereafter-mentioned and described premises for the use of A. B., wife of T. B., of ———, of the first part, and S. S., of ———, of the second part, witnesseth: That the said W. D., by the appointment and direction of the said A. B., given under her hand and seal, duly acknowledged, for the sum of ——— dollars, lawful money of the United States, to him in hand paid by

the said S. S., for the use of the said A. B., at and before the ensealing and delivery hereof, the receipt whereof he doth hereby acknowledge, and thereof acquit and forever discharge the said S. S., hath granted, bargained, sold, released, and confirmed, and by these presents doth grant, bargain, sell, release, and confirm, unto the said S. S., his heirs and assigns, all that piece or parcel of land, situate, &c. (here describe the premises), together with all and singular the buildings, improvements, rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, claim, and demand whatsoever of him, the said W. D., in law or equity, or otherwise howsoever, of, in, and to the same. To have and to hold the said piece or parcel of land hereby granted or mentioned, or intended so to be, with the appurtenances, unto the said S. S., and to his heirs and assigns forever. And the said W. D., for himself, his heirs, executors, and administrators, doth hereby covenant, promise, and agree to and with the said S. S., his heirs and assigns, by these presents, that he, the said W. D., and his heirs, the said above-mentioned and described premises, with the appurtenances, unto the said S. S., his heirs and assigns, against him, the said W. D., and his heirs, and against all and every other person and persons whomsoever, lawfully claiming or to claim the same, or any part thereof (by, from, or under him, them, or any of them), shall and will warrant and forever defend, by these presents.

In witness whereof, &c.

*Certificate from the Married Woman above named, that the above-described Property was sold by her order.*

This may certify that I, A. B., the wife of T. B., did appoint and direct W. D., trustee of the aforesaid property for my use, to sell and convey, as before described, the premises within mentioned (and that I have received, on the day of the date of the above indenture, five hundred dollars in full of the consideration money therein mentioned).

Witness my hand and seal, the day and date of the above indenture.

Signed, sealed, and delivered  
in presence of  
L. L.,  
R. T.

A. B. [SEAL.]



*Acknowledgment for the above Deed, and Certificate of Order to Sell.*

—— County, ss.

Be it remembered that, on the —— day of ——, A. D. one thousand eight hundred and ——, before me, the subscriber, a Justice of the Peace in and for the said county, personally came the above-named W. D., trustee of the premises herein described for the use of A. B., and by her appointment and direction acknowledged the above indenture to be his act and deed, and desired that the same might be recorded as such.

Also, on the day and date aforesaid, and at the same time, personally came A. B., above named, and acknowledged the above certificate of appointment and direction to be her act and deed, and desired that the same might be recorded as such.

In testimony whereof, I have hereunto set my hand and seal, the day and year aforesaid.

J. S., [SEAL]  
Justice of the Peace.

(23.) *Deed of Trust for a Lot of Ground and a Ground-rent, for the benefit of a Wife, with the right to her to Will said Property, and to revoke, alter, or change the uses and estates limited by the Trust.*

This indenture, made the —— day of ——, in the year of our Lord one thousand eight hundred and ——, between J. L., of, &c., and C. his wife, of the one part, and J. B., of, &c., of the other part, witnesseth: That the said J. L., and C. his wife, for and in consideration of the sum of —— dollars, lawful money, unto them, at and before the sealing and delivery hereof, by the said J. B., well and truly paid, the receipt whereof is hereby acknowledged, have granted, bargained, and sold, aliened, enfeoffed, released, and confirmed (assigned, transferred, and set over), and by these presents do grant, bargain and sell, alien, enfeoff, release, and confirm (assign, transfer, and set over), unto the said J. B., and to his heirs and assigns, all that certain, &c. (and also all that certain yearly ground-rent or sum of —— dollars, lawful money of the United States, issuing and payable in half yearly payments on, &c., in every year forever, without any deduction for taxes, out of all that certain, &c.), together with all and singular the buildings, improvements, ways, streets, alleys, passages, waters, watercourses, rights, liberties, privileges, hereditaments (incidents, members), and appur-

tenances whatsoever unto the hereby granted (and assigned) premises belonging or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim, and demand whatsoever of them, the said J. L., and C. his wife, in law, equity, or otherwise howsoever, of, in, and to the same. To have and to hold (take and receive) all and singular the hereditaments and premises hereby granted (and assigned) or mentioned and intended so to be, with the (rights, incidents, members, and) appurtenances, unto the said J. B., his heirs and assigns, to and for the only proper use and behoof of the said J. B., his heirs and assigns forever. In trust, nevertheless, for the use, ends, intents, and purposes, and under and subject to the several provisos, restrictions, limitations, and conditions following, that is to say, that he, the said J. B., his heirs and assigns, do, and shall permit and suffer the said C. L., party hereto, to occupy, manage, let, and demise, and take, receive, and enjoy the rents, issues, and profits of the said hereby granted (and assigned) premises, for and during all the term of her natural life, for her sole and separate use, and for such other use or uses as she, the said C. L., may see proper, without any let, hindrance, or molestation of her present or any future husband she may have or take, or of any other person or persons whomsoever, and acquittances or other sufficient discharges to give for the same notwithstanding her coverture, or whether she be covert or sole, she paying all taxes and charges on said hereby granted (and assigned) premises, and all necessary and proper repairs thereof. And from and immediately after the decease of the said C., then that he, the said J. B., his heirs and assigns, do and shall grant and convey (and assign) the said premises to such person or persons, and for such estate and estates as she, the said C., by any instrument in writing in the nature of a will, under her hand and seal, executed in the presence of two or more subscribing witnesses, notwithstanding her coverture, shall direct, limit, or appoint. And in case of no such direction, limitation, or appointment, then that the said J. B., his heirs and assigns, do and shall grant and convey (and assign) the said premises to such person or persons as would be entitled to the same if the said C. had survived her only or last husband, and died intestate, seized of the said premises in fee simple, and in such a manner and for such portion of said estate as such person or persons would in such case be entitled by law. Provided always, nevertheless, and it is hereby expressly declared, agreed, and understood by

and between the said parties hereto, that it shall and may be lawful for the said C., notwithstanding her coverture, by any deed or deeds, writing or writings, to be by her sealed and delivered in the presence of two or more subscribing witnesses, to revoke, alter, change and make void all and every or any of the uses and estates hereinbefore limited and declared of and concerning the said hereby granted (and assigned) premises, or any part thereof, and by such deed or deeds, writing or writings, to grant, bargain, sell, and convey (and assign) the said premises, or any part thereof, in fee simple, in mortgage or for any less estate, freed and discharged from any trust or limitation whatever, to such person or persons as she, the said C., shall deem proper; or by such deed or deeds, writing or writings, to appoint and declare new or other uses of the said premises, as to her shall seem meet. And that the moneys arising from such sale or sales, or loaned upon mortgage, shall be received by her, the said C., for her sole and separate use and benefit, without the control or interference of any person or persons whomsoever, and that she, the said C., acquittances or other sufficient discharges shall give for the same, notwithstanding her coverture, anything hereinbefore contained to the contrary thereof in anywise notwithstanding. And provided always, and it is hereby agreed, that it shall and may be lawful to and for the said J. B., his heirs and assigns, from time to time, in the first place to retain and reimburse to himself and themselves out of the hereby granted (and assigned) premises, all such costs, charges, and expenses as he or they may be put to in the performance or execution of this trust or anything relating thereto. And provided, also, that it shall and may be lawful for the said J. B., and his heirs, to, and he and they shall, assign and transfer the trust hereby created to such person or persons as she, the said C., notwithstanding her coverture, or whether she be covert or sole, may nominate and appoint, the said J. B., his heirs, executors, and administrators to be at all times freed and discharged from all responsibility or liability whatsoever, for or by any reason of such assignment, or of the conveying or joining in a conveyance of the said premises, or of the acts and doings of such assignee or assignees, his, her, or their heirs and assigns, or any of them or anything hereinbefore contained to the contrary thereof in any wise notwithstanding. And provided, also, that in case the trustee in and by these presents nominated and appointed, or any succeeding or other trustee or trustees of the said trust estate and premises, to be nominated as hereinafter mentioned,

shall happen to die, or shall neglect or refuse or become incapable or unfit to act in the said trust, before the same shall be fully executed, performed, and determined, then, and as often as the same shall happen, it shall and may be lawful for the said C., by any writing under her hand and seal, to nominate, substitute, and appoint some other fit person or persons to be trustee or trustees of and in the said premises, in the place and stead of the trustee or trustees so dying, or refusing or neglecting, or becoming incapable or unfit to act as aforesaid, and so from time to time, as often as such death, neglect, or incapacity shall happen; and upon such nomination and appointment, the person or persons so to be appointed shall be and stand seized of the said premises, with the appurtenances, in trust for the same uses, ends, intents, and purposes, and subject to the several provisos, restrictions, limitations, and conditions hereinbefore mentioned, expressed, and declared of and concerning the same, and to and for no other use, intent, or purpose whatsoever, under and subject, nevertheless to the payment, &c. And the said J. L., and his heirs, all and singular the premises hereby granted (and assigned) or mentioned and intended so to be, with the (rights, incidents, members, and) appurtenances, unto the said J. B., his heirs and assigns, against him, the said J. L., and his heirs, and against all and every other person or persons whomsoever, lawfully claiming or to claim by, from, or under him, them, or any of them, shall and will warrant and forever defend, by these presents.

In witness whereof, &c.

NOTE.—The above conveyance will be for a lot of ground only by omitting the words enclosed in parenthesis.

#### (24.) *Ground-rent Deed.*

This indenture, made the ——— day of ———, in the year of our Lord one thousand eight hundred and ———, between S. S., of ———, and H. his wife, of the one part, and I. L., of ———, of the other part. Witnesseth, that the said S. S., and H. his wife, as well for and in consideration of the sum of one dollar, lawful money, unto them, at or before the sealing and delivery hereof by the said I. L., well and truly paid, the receipt whereof is hereby acknowledged, as of the payment of the yearly rent and taxes, and performance of the covenants and agreements hereinafter mentioned,

which, on the part of the said I. L., his heirs and assigns, is and are to be paid and performed, have granted, bargained, sold, aliened, enfeoffed, released, and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, and confirm, unto the said I. L., his heirs and assigns, all that certain lot or piece of ground, situate (here insert the description of the premises and recite the title), together with all and singular the improvements, ways, streets, alleys, passages, waters, watercourses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever unto the said hereby granted premises belonging, or in any wise appertaining, and the reversions and remainders thereof. To have and to hold the said described lot or piece of ground, hereditaments, and premises hereby granted, with the appurtenances, unto the said I. L., his heirs and assigns, to the only proper use and behoof of the said I. L., his heirs and assigns forever. Yielding and paying therefor and thereout, unto the said S. S., his heirs and assigns, the yearly rent or sum of two hundred dollars, lawful money of the United States of America, in half-yearly payments, on the first day of the months of July and January in every year hereafter, forever, without any deduction, defalcation, or abatement for any taxes, charges, or assessments whatsoever, to be assessed, as well on the said hereby granted lot as on the said yearly rent hereby and thereout reserved, the first half-yearly payment thereof to be made on the first day of January, one thousand eight hundred and ———. And on default of paying the said yearly rent on the days and times and in manner aforesaid, it shall and may be lawful for the said S. S., his heirs and assigns, to enter into and upon the said hereby granted premises, or any part thereof, and into the buildings thereon intended to be erected, and to distrain for the said yearly rent so in arrear and unpaid, and to proceed with and sell such distrained goods and effects according to the usual course of distresses for rent-charges. But if sufficient distress cannot be found upon the said hereby granted premises to satisfy the said yearly rent in arrear, and the charges for levying the same, then and in such case it shall and may be lawful for the said S. S., his heirs and assigns, into and upon the said hereby granted lot and all improvements wholly to re-enter, and the same to have again, repossess, and enjoy, as in his or their first and former estate and title in the same, and as though this indenture had never been made. And the said I. L., for himself, his heirs, executors, administrators, and assigns, doth covenant, promise, and agree, to and with the said S. S., his heirs and assigns,

by these presents, that he, the said I. L., his heirs and assigns, shall and will well and truly pay, or cause to be paid, to the said S. S., his heirs and assigns, the aforesaid yearly rent or sum of two hundred dollars, lawful money aforesaid, on the days and times hereinbefore mentioned and appointed for payment thereof, without any deduction, defalcation, or abatement for any taxes, charges, or assessments whatsoever; it being the express agreement of the said parties, that the said I. L., his heirs and assigns, shall pay all taxes whatsoever that shall hereafter be laid, levied, or assessed, by virtue of any laws whatever, as well on the said hereby granted lot and buildings thereon intended to be erected as on the said yearly rent now charged thereon. [And further, the said I. L. doth hereby, for himself, his heirs, executors, administrators, and assigns, expressly waive, relinquish, and dispense, unto the said S. S., his heirs, executors, administrators, and assigns, all and every provisions and provision in the Act of Assembly of the Commonwealth of Pennsylvania, passed on the ninth day of April, 1849, entitled "An Act to exempt property to the value of three hundred dollars from levy and sale on execution and distress for rent," so far as the same may exempt the said hereby granted lot, and any part thereof, and any buildings or improvements to be erected or placed thereon, from levy and sale, by virtue of any writ of execution that may be issued upon any judgment that may be obtained or entered in any action for the recovery of the rent hereby reserved, or hereby covenanted to be paid, and of any arrears thereof, and of the costs of such action and execution; so that it shall be lawful for the said S. S., his heirs, executors, administrators, or assigns, to proceed, by execution, to levy upon and sell the hereby granted lot of ground, and every part thereof, with the buildings and improvements as aforesaid, in the same manner, and to the same extent, and to the same effect to all intents and purposes, as if the said Act of Assembly had not been passed.] Provided, always, nevertheless, that if the said I. L., his heirs or assigns, shall and do at any time\* pay or cause to be paid to the said S. S., his heirs or assigns, the sum of five thousand dollars, lawful money as aforesaid, and the arrearages of the said yearly rent, to the time of such payment, then the same shall forever thereafter cease and be extinguished, and the covenant for payment thereof shall become void; and then he, the said S. S., his heirs or assigns, shall and will, at the proper costs and charges

\* See Act 22d April, 1850.

in the law of the said grantee, his heirs or assigns, seal and execute a sufficient release and discharge of the said yearly rent hereby reserved, to the said I. L., his heirs and assigns, forever, anything hereinbefore contained to the contrary thereof notwithstanding. And the said S. S., for himself, his heirs, executors, and administrators, doth covenant, promise, and agree, to and with the said I. L., his heirs and assigns, by these presents, that he, the said I. L., his heirs and assigns, paying the said yearly rent, or extinguishing the same, and taxes, and performing the covenants and agreements aforesaid, shall and may, at all times hereafter forever, freely, peaceably, and quietly have, hold, and enjoy, all and singular the premises hereby granted, with the appurtenances, and receive and take the rents and profits thereof, without any molestation, interruption, or eviction of S. S., his heirs, or any other person or persons whomsoever, lawfully claiming, or to claim, by, from, or under him, them, or any of them, or by or with his, their, or any of their act, means, consent, or procurement.

In witness whereof, the said parties to these presents have hereunto interchangeably set their hands and seals, the day and year first above written.

Signed, sealed, and delivered  
in presence of  
V. V.,  
W. W.

S. S. [SEAL.]  
H. S. [SEAL.]  
I. L. [SEAL.]

NOTE.—The part in brackets may be retained or left out, as desired or agreed upon.

(25.) *Deed of Release of Ground-rent.*

This indenture, made the —— day of ——, in the year of our Lord one thousand eight hundred and ——, between X. X., of the county of ——, and State of Pennsylvania, and O. his wife, of the one part, and I. B., of the county of ——, and State aforesaid, of the other part. Whereas the said X. X., and O. his wife, by indenture bearing date the —— day of ——, in the year of our Lord one thousand eight hundred and ——, recorded in the office for recording of deeds, &c., for the county of ——, in Deed-book, &c., granted and conveyed unto Z. Z., his heirs and assigns, all that certain lot or piece of ground, situate (here describe the premises), reserving thereout to the said X. X., his heirs and assigns, the yearly rent-charge or sum of one hundred dollars, lawful money of the United States of America, in half-yearly pay-

ments, on the —— day of the months of —— and ——, in each and every year forever, without any deduction for taxes or assessments. And whereas the said Z. Z., and wife, by indenture bearing date the —— day of ——, in the year of our Lord one thousand eight hundred and ——, recorded in the aforesaid office in Deed-book, &c., granted and conveyed unto the said I. B., his heirs and assigns, all that aforesaid certain lot or piece of ground above particularly described, under and subject to the payment of the aforesaid certain yearly rent-charge or sum of one hundred dollars unto the said X. X., his heirs and assigns: Now this indenture witnesseth, that the said X. X., and O. his wife, for and in consideration of the sum of two thousand dollars, lawful money of the United States of America, unto them in hand paid by the said I. B., at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, released, and extinguished, and by these presents do grant, bargain, sell, release, and extinguish, unto the said I. B., his heirs and assigns, all that the aforesaid yearly rent-charge or sum of one hundred dollars, chargeable on and half-yearly issuing and payable on the —— day of the months of —— and —— in every year, without deduction for taxes out of all that the aforesaid piece of ground above particularly described, together with the rights, remedies, incidents, appurtenances, reversions and remainders thereof, and all the estate, right, title, interest, property, claim, and demand of them, the said X. X., and O. his wife, at law and in equity, as well of, in, and to the said yearly rent-charge, as of, in, to, and out of the said lot or piece of ground out of which the same is issuing and payable. To have and to hold the said yearly rent-charge, with the appurtenances, unto the said I. B., his heirs and assigns, to and for his and their only proper use and behoof forever, so that the said yearly rent-charge shall from henceforth cease and forever be extinguished.

In witness whereof, &c.

(26.) *Deed of Release of Ground-rent by Endorsement.*

Know all men by these presents, that I, X. X., of ——, send greeting. Whereas, O. B., Z. B., and E. H., the grantors within named, by deed poll bearing date the —— day of ——, 18——, recorded in Deed-book ——, No. —, page —, &c., granted and assigned the within-mentioned and reserved yearly ground-rent or sum of four hundred dollars, unto the said X. X., his heirs and



assigns, forever. Now know ye, that the said X. X., for and in consideration of the sum of six thousand dollars, lawful money of the United States of America, unto him in hand well and truly paid by S. S., the grantee within named, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, hath extinguished, remised, released, forever quit-claimed, and by these presents doth extinguish, remise, release, and forever quit-claim, unto the said S. S., his heirs and assigns; all that the within-mentioned and reserved yearly ground-rent or sum of four hundred dollars, issuing and payable out of all that the within-mentioned lot or piece of ground (here describe the premises), bounded and being as the same is in and by the within indenture, under the hands and seals of the said O. B., and others more particularly set forth and described; so that neither he, the said X. X., nor his heirs, nor any other person or persons whomsoever lawfully claiming or to claim by, from, or under him, or them, or any of them, shall, at any time hereafter, have, claim, challenge, or demand any estate, right of entry, or other right, rent, or rent-charge, of, in, to, or out of the above-described lot of ground, or any part thereof; but of and from all such claims and demands shall be utterly debarred, and forever excluded by virtue of these presents.

In witness, &c.

(27.) *Deed of Release.*

To all people to whom these presents shall come, A. B., C. D., and G. his wife, of ———, send greeting (here insert the recitals). Now know ye, that the said A. B., C. D., and G. his wife, for and in consideration of the sum of ——— dollars, to them in hand paid by the said H. S., at and before the ensealing and delivery hereof, the receipt whereof they do hereby acknowledge, and thereof acquit and forever discharge the said H. S., his heirs, executors, and administrators, by these presents have, and each and every of them hath remised, released, and forever quit-claimed, and by these presents do, and each and every of them doth remise, release, and forever quit-claim, unto the said H. S., and to his heirs and assigns, all the estate and estates, shares, purparts, and dividends, right, title, interest, property, claim, and demand whatsoever of them, the said A. B., C. D., and G. his wife, in law or equity, or otherwise howsoever, of, in, to, or out of all that messuage or tenement, plantation, and tract of land situate, lying, and being in the township of ——— (in the actual possession and seizin of the said H. S., now

being), bounded and limited as follows, viz., beginning, &c. (here describe the premises). Together with all and singular other the buildings, improvements, rights, members, and appurtenances whatsoever, thereunto belonging or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof. To have and to hold all and singular the premises hereby remised and released, or mentioned or intended so to be, with the appurtenances, unto the said H. S., his heirs and assigns, to the only proper use and behoof of the said H. S., his heirs and assigns, forever; so that neither the said A. B., C. D., and G. his wife, nor their heirs, nor any other person or persons lawfully claiming or to claim by, from, or under them, or any of them, shall or may, at any time or times hereafter, have, claim, challenge, or demand any estate, right, title, or interest of, in, to, or out of the said messuage, &c., hereditaments and premises hereby remised and released, or mentioned or intended so to be, with the appurtenances, or any part or parcel thereof; but thereof and therefrom shall and will be utterly excluded and forever debarred by these presents.

In witness whereof, &c.

(28.) *Deed by a Corporation.*

This indenture, made the second day of February, A. D. one thousand eight hundred and eighty-five, between the Corporation by the name, style, and title of the Altoona Coal and Coke Company, incorporated under and by virtue of the Act of General Assembly of the Commonwealth of Pennsylvania, approved the 29th day of April, A. D. 1874 (or as may be the case), of the one part, and Samul P. Willis, of the city of Altoona, county of Blair, and State of Pennsylvania, of the other part: Witnesseth, that the said Altoona Coal and Coke Company, for and in consideration of the sum of eight thousand dollars, lawful money of the United States, to them in hand paid by the said Samuel P. Willis at the time of the exection hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, aliened, enfeoffed, released, and confirmed, and by these presents do grant, bargain, sell, alien, enfeoff, release, and confirm unto the said Samuel P. Willis, his heirs and assigns, all that piece or parcel of land situate (here give description of premises conveyed). Together with all and singular the buildings, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof;

and all the estate, right, title, interest, property, claim, and demand whatsoever of them, the said Altoona Coal and Coke Company, either in law or equity, of, in, and to the same. To have and to hold the said messuage or tenement and lot or piece of ground above described, hereditaments, and premises hereby granted, bargained, and sold, or mentioned or intended so to be, with the appurtenances, unto the said Samuel P. Willis, his heirs and assigns, to and for the only proper use and behoof of the said Samuel P. Willis, his heirs and assigns, forever. And the said Altoona Coal and Coke Company for themselves and their successors, do hereby covenant and agree to and with the said Samuel P. Willis, his heirs and assigns, that they, the said Altoona Coal and Coke Company and their successors, all and singular the said hereby granted premises, with the appurtenances, unto the said Samuel P. Willis, his heirs and assigns, against them, the said Altoona Coal and Coke Company and their successors, and against all and every other person and persons whomsoever lawfully claiming or to claim by, from, or under them, or any of them, shall and will warrant and forever defend by these presents.

In testimony whereof, the said Altoona Coal and Coke [SEAL.] Company have hereunto affixed the common seal of their said Corporation, at Altoona, Pennsylvania, the day and year first above written.

Signed, sealed, and delivered  
in presence of us,  
WILLIAM ROLAND  
SAMUEL REX.

Attest: JOHN JONES,  
President.  
PETER SMITH,  
Secretary.

Received, the day of the date of the above-written indenture, of the above-named Samuel P. Willis, the sum of eight thousand dollars, being the full consideration money above mentioned.

For the ALTOONA COAL AND COKE COMPANY,  
THEO. H. WIGTON,  
Treasurer.

(For Form of Acknowledgment, see ACKNOWLEDGMENTS.)

(29.) *Deed by Husband and Wife without Clause of Warranty.*

This indenture, made the ninth day of January, A. D. one thousand eight hundred and eighty-five, between Nelson Rowan, of the borough of Newry, county of Blair, and State of Pennsylvania, and

Ellen his wife, of the first part, and Jason Damuth, of the same place, of the second part: Witnesseth, that the said party of the first part, in consideration of one thousand dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do give, grant, sell, and convey unto the said party of the second part, all that certain, &c. (describe premises and give chain of title). Together with all and singular the rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, and the reversions and remainders, rents, issues, and profits thereof; and also all the estate and interest whatsoever of them, the said parties of the first part, in law or equity. To have and to hold the same to the party of the second part, his heirs and assigns, forever.

In witness whereof, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

Signed, sealed, and delivered

in presence of

ALEX. M. LLOYD,

H. MCINTOSH.

NELSON ROWAN, [SEAL.]

ELLEN ROWAN. [SEAL.]

### (30.) *Deed of Exchange of Lands.*

This indenture, made the ——— day of ———, between J. S., of ———, of the one part, and J. B., of ———, of the other part: Witnesseth, that the said J. S. hath given and granted, and by these presents doth give and grant, unto the said J. B., one field or close of freehold land, called or known by the name of ———, &c., with all and every of the appurtenances, situate, lying, and being in ———, in the county of ———, &c. (describe the premises), for and in exchange of and for all lands, tenements, and hereditaments of the said J. B., called or known by the name of ———, in ——— aforesaid, in the said county of ———, bounded and described as follows (describe the premises). To have and to hold the said field or close, with the appurtenances, to the said J. B., his heirs and assigns, forever, for and in exchange of and for the said lands, tenements, and hereditaments, called ———, with the appurtenances. And the said J. S. doth covenant, &c. (add such covenants as may be agreed upon). And the said J. B. hath likewise on his part given and granted, and by these presents doth fully, freely, and absolutely give and grant, unto the said J. S., his heirs and assigns, all those lands, tenements, and hereditaments aforesaid,

with the appurtenances, called or known by the name of ———, situate, lying, and being in ——— aforesaid, in the said county of ———. To have and to hold the said lands, tenements, and hereditaments, &c., to the said J. S., his heirs and assigns, forever, for and in exchange of and for the said field or close of land, &c. Provided always, nevertheless, and these presents are upon this condition, and it is the true intent and meaning of the parties hereunto, that if it shall happen that either of the said parties to these presents, their executors, administrators, or assigns, shall, at any time hereafter during the said respective terms above granted, by color or means of any former or other gift, grant, bargain, or sale, or otherwise howsoever, be ousted or evicted of and from the possession of either of the said messuages or tenements, and other the premises so respectively granted in exchange as aforesaid, or any part thereof, then and in such cases these presents, and every matter and thing herein contained, shall be utterly void and of none effect, and then and henceforth it shall and may be lawful to and for the party or parties so ousted or evicted into his or their said former messuage or tenement and premises, with all and singular the appurtenances, to re-enter, and the same to have again, repossess, and enjoy, as of his and their former estate or estates, anything herein contained to the contrary thereto in any wise notwithstanding.

In witness hereof, &c.

(31.) *Deed by Tenants in Common Partitioning Lands.*

This indenture, made the ——— day of ———, A. D. one thousand eight hundred and ———, between T. J., of ———, of the one part, and W. J., of ———, of the other part. Whereas, the said T. J. and W. J. now stand seized in fee simple, as tenants in common, of and in a certain tract or parcel of land, situate, lying, and being in, &c., containing, &c.: Now this indenture witnesseth, that the parties to this indenture have agreed to make, and by these presents do make, a full, just, equal, perfect, and absolute partition and division between them, of and in the aforesaid tract of land, according to their respective shares and interests therein, in manner following, that is to say, that the said T. J. and his heirs shall have all that piece or allotment of land, part of the said tract, beginning (here describe the land), containing, &c., together with the messuages, edifices, buildings, and improvements on the said described piece of land, erected, standing, or being, and all the rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto

belonging or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof. To have and to hold the same unto the said T. J., his heirs and assigns, forever, in severalty, as his and their full part, share, and dividend, of and in all and singular the premises. And the said W. J. doth, by these presents, for himself and his heirs, give, grant, allot, assign, set over, release, and confirm, unto the said T. J., and to his heirs and assigns, forever, the said described piece or allotment of land, with the appurtenances. To have and to hold to him, the said T. J., his heirs and assigns, to the only proper use and behoof of him, the said T. J., his heirs and assigns, forever, in severalty. And the said W. J., for himself, his heirs, executors, and administrators, doth covenant to and with the said T. J., his heirs and assigns, and every of them, by these presents, that he, the said T. J., his heirs and assigns, shall, or lawfully may, from time to time, and at all times hereafter, forever, freely, peaceably, and quietly have, hold, occupy, possess, and enjoy the said first described piece or allotment of land, containing, &c., with the appurtenances, and receive and take the rents, issues, and profits thereof, without the let, suit, trouble, molestation, interruption, or denial of him, the said W. J., his heirs and assigns, or any other person or persons whatsoever, lawfully claiming, or to claim, by, from, or under him, them, or any of them, or by or with his, their, or any of their acts, means, consent, privity, or procurement. And that the said W. J. and his heirs shall have that piece or allotment of land (residue of the said tract), beginning (here describe the land), containing, &c., together with the messuages, edifices, buildings, and improvements on the said described piece of land erected, standing, or being, and all the rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof. To hold and enjoy the same unto the said W. J., his heirs and assigns, forever, in severalty, as his and their full part, share, and dividend of, and in all and singular the premises. And the said T. J. doth, by these presents, for himself and his heirs, give, grant, allot, assign, set over, release, and confirm, unto the said W. J., and to his heirs and assigns, forever, the said last described piece or allotment of land, with the appurtenances. To have and to hold to him, the said W. J., his heirs and assigns, to the only proper use and behoof of the said W. J., his heirs and assigns, in severalty, forever. And the said T. J., for himself, his heirs, executors, and administrators,

doth covenant to and with the said W. J., his heirs and assigns, and every of them, by these presents, that he, the said W. J., his heirs and assigns, shall or lawfully may, from time to time, and at all times hereafter, forever, freely, peaceably, and quietly, have, hold, occupy, possess, and enjoy the said last-described piece or allotment of land, containing, &c., with the appurtenances, and receive and take the rents, issues, and profits thereof, without the let, suit, trouble, molestation, interruption, or denial of him, the said T. J., his heirs or assigns, or of any other person or persons whatsoever, lawfully claiming, or to claim, by, from, or under him, them, or any of them, or by or with his, their, or any of their acts, means, consent, privity or procurement.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year aforesaid.

NOTE.—The names of the wives of the parties should be inserted as in other deeds, if it is desired to bar the dower of each wife to the particular part released, and all who sign the deed should join in the acknowledgment.

### (32.) *Deed Donating Lands.*

This indenture, made the ——— day of ———, A.D. 18—, between O. P., of ———, of the one part, and H. P., son of the said O. P., of the other part: Witnesseth, that the said O. P., as well for and in consideration of the natural love and affection which he, the said O. P., hath and beareth unto the said H. P., as also for the better maintenance, support, and livelihood of him, the said H. P., hath given, granted, aliened, enfeoffed, and confirmed, and by these presents doth give, grant, alien, enfeoff, and confirm, unto the said H. P., his heirs and assigns, all that, &c. (here describe the property), together with all and singular the hereditaments and appurtenances thereunto belonging, or in any wise appertaining; and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, and all the estate, right, title, interest, property, claim, and demand whatsoever, of him, the said O. P., of, in, and to the said messuage, tenements, and premises, and of, in, and to every part and parcel thereof, with their and every of their appurtenances. To have and to hold the said messuage, tenements, hereditaments, and all and singular the premises hereby granted and confirmed, or mentioned, or intended so to be, with their and every of their appurtenances, unto the said H. P., his heirs and assigns, to the only proper use and behoof of him, the said H. P., his heirs and assigns forever. And the said

O. P., for himself, his heirs, executors, and administrators, doth covenant and agree, to and with the said H. P., his heirs and assigns, by these presents, that he, the said H. P., his heirs and assigns, shall and lawfully may, from time to time, and at all times hereafter, peaceably and quietly have, hold, use, occupy, possess, and enjoy the said messuage, farm, lands, tenements, hereditaments, and premises hereby granted and confirmed, or mentioned, or intended to be hereby granted and confirmed, with their and every of their appurtenances, free, clear, and fully discharged, or well and sufficiently saved, kept harmless, and indemnified of, from, and against all former and other gifts, grants, bargains, sales, jointures, feoffments, dowers, and estates, and of, from, and against all former and other titles, troubles, charges, and encumbrances whatsoever, had, done, or suffered, or to be had, made, done, or suffered by him, the said O. P., his heirs or assigns, or any other person or persons lawfully claiming, or to claim, by, from, or under him, them, or any of them.

In witness whereof, &c.

(83.) *Deed of a Right of Way.*

This indenture, made the —— day of ——, in the year of our Lord one thousand eight hundred and ——, between X. X., of ——, of the one part, and Z. O., of —— aforesaid, of the other part: Witnesseth, that the said X. X., for and in consideration of the sum of —— dollars, lawful money of the United States, unto him well and truly paid by the said Z. O., at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto the said Z. O., and to his heirs and assigns, the free and uninterrupted use, liberty, and privilege of, and passage in and along (here describe the grant fully, with length and breadth of way, the place of beginning and point of termination, &c.), together with free ingress, egress, and regress to and for the said Z. O., his heirs and assigns, his and their tenants and under tenants, occupiers, or possessors of the said Z. O.'s messuage and ground, contiguous to the said way or passage, at all times and seasons forever hereafter, into, along, upon, and out of the said way or passage, in common with him, the said X. X., his heirs and assigns, tenants, or occupiers of the said X. X.'s messuage and ground, adjacent to the said way or passage. To have and to hold



all and singular the privileges aforesaid to him, the said Z. O., his heirs and assigns, to the only proper use and behoof of him, the said Z. O., his heirs and assigns, forever, in common with him, the said X. X., his heirs and assigns as aforesaid.

In witness whereof, &c.

(34.) *Deed of a Watercourse.*

This indenture, made the —— day of ——, in the year of our Lord one thousand eight hundred and ——, between A. B., of ——, of the one part, and C. D., of ——, of the other part: Whereas, the said A. B. and C. D., at the time of the sealing and delivery of these presents, are respectively seized in fee of and in two contiguous tracts, pieces, or parcels of land, with the appurtenances, in the township of —— aforesaid. And, whereas, there is a dam and race or watercourse, built, erected, and made, in and upon a certain run or stream of water called ——, within the land of the said A. B., for watering, overflowing, and improving of meadow-ground thereon: Now this indenture witnesseth, that the said A. B., for divers good causes and consideration, and more especially for and in consideration of the sum of one dollar, to him in hand paid by the said C. D., at or before the ensealing and delivery hereof, the receipt whereof he doth hereby acknowledge, hath granted, bargained, sold, released, and confirmed, and by these presents doth grant, bargain, sell, release, and confirm unto the said C. D., and to his heirs and assigns, all the water of the said run or stream of water, to be led and conveyed from the said dam, along the race or watercourse aforesaid, into the said land of the said C. D., for the space of three days in every week, to wit, from Wednesday evening at sunset to Saturday evening at sunset, from the first day of May to the first day of November (or as the case may be), yearly, and every year, for the watering, overflowing, and improving of meadow ground on the land of the said C. D., together with free ingress, egress, and regress to and for the said C. D., his heirs and assigns, and his and their workmen, with horses, carts, and carriages, at all convenient times and seasons, through the land of the said A. B., his heirs and assigns, in and along the banks of the said dam and race, or watercourse, for the amending, cleansing, and repairing the same, with liberty and privilege, for that purpose, to dig and take stones and earth from the adjacent land of the said A. B., when and as often as need be, or occasion may require. To have and to hold all and singular the premises

and privileges hereby granted, or mentioned, or intended so to be, with the appurtenances, unto the said C. D., his heirs and assigns, for the only proper use and behoof of the said C. D., his heirs and assigns, forever, he or they paying one moiety or half part of the expenses, which from time to time may accrue, in supporting, cleansing, and repairing the dam and watercourse aforesaid.

In witness, &c.

(35.) *Deed Poll.*

To all to whom these presents shall come, A. B., of ———, in the State of Pennsylvania, widow and relict of J. B., late of the same place, deceased; E. B., of the same place, eldest son and heir-at-law of the said deceased; F. B., of ———, in the State of Pennsylvania aforesaid, another of the sons of the deceased; and J. S., of ——— aforesaid, and M. his wife, late M. B., daughter of the said deceased (who are the only heirs of the said deceased), send greeting. Whereas, &c. (recite the title of the said J. B., deceased, to the premises intended to be conveyed). Now know ye, that the said A. B., E. B., F. B., and J. S., and M. his wife, for and in consideration of the sum of ——— dollars, lawful money of the United States, to them in hand paid by I. N., of ———, at and before the sealing and delivery hereof, the receipt whereof they do hereby acknowledge, have granted, bargained, sold, released, and confirmed, and by these presents do grant, bargain, sell, release, and confirm unto the said I. N., his heirs and assigns, all that messuage or tenement, &c., together with all and singular the buildings, improvements, rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, claim and demand whatsoever of them, the said A. B., E. B., F. B., and J. S., and M. his wife, in law or equity, or otherwise howsoever, of, in, to, or out of the same. To have and to hold the said messuage or tenement and lot or piece of ground, hereditaments, and premises hereby granted, or mentioned, or intended so to be, with the appurtenances, unto the said I. N., his heirs and assigns, to the only proper use and behoof of the said I. N., his heirs and assigns, forever, subject to the payment of the arrearages of the principal and interest (if any) due to the Commonwealth of Pennsylvania for patenting the same.

In witness whereof, &c.

(36.) *Deed to Bar an Estate Tail.*

(See Act of Assembly of 16th January, 1799.)

This indenture, made the ——— day of ———, A. D. one thousand eight hundred and ———, between H. H. and M. H. his wife, late M. E., only child and heir of the body of V. E., formerly V. O., one of the devisees named in the last will of I. O., formerly of ———, in the Commonwealth of Pennsylvania, deceased, of the one part, and P. O., of the same place, of the other part: Witnesseth, that the said H. H. and M. his wife, for and in consideration of the sum of one dollar, lawful money of the United States of America, to them well and truly paid by the said P. O., at the time of the execution hereof, the receipt whereof is hereby acknowledged, and for the purpose of debarring and destroying, and with the intention hereby to debar and destroy all estates tail, possession, remainder, or reversion, that the said M. H., or the said M. H. and the said H. H., in her right, have or are entitled to, in all and singular the lands and tenements, real estate, and premises hereinafter described and mentioned, and in pursuance and by virtue of an Act of the General Assembly of the said Commonwealth in such case made and provided, entitled "An Act to facilitate the barring of entails," have and each of them hath granted, bargained, sold, aliened, enfeoffed, released, and confirmed, and by these presents do, and each of them doth grant, bargain, sell, alien, enfeoff, release, and confirm, unto the said P. O., and his heirs, all those messuages, manors, lands, lots, pieces, and parcels of land, tenements, hereditaments, and real estate whatsoever of her, the said M. H., and of him, the said H. H., in her right, situated, lying, and being in ——— aforesaid, and elsewhere in the State of Pennsylvania, and particularly or generally described in the last will and testament of the said I. O., and generally all the real estate formerly the estate of I. O., late of the city of ———, deceased, situated in the State of Pennsylvania, and which by his last will, dated the ——— day of ———, A. D. one thousand eight hundred and ———, duly proved and remaining in the Register's office in and for the county of ——— aforesaid, was devised to the said V. E., his daughter, or any other person or persons in trust to and for the use of his said daughter, the said V. E., and which upon the death of her, the said V. E., leaving her the said M. H., her only child, surviving her, descended, came, or passed, either in law or equity to her, the said M. E., now M. H., in fee simple, fee tail, or other-

wise soever, in possession, remainder, or reversion, or how otherwise soever; and also all the lands, tenements, hereditaments, and real estate (parts and parcels of the residuary real estate of the said I. O., deceased), which were granted and conveyed to the said M. H., her heirs and assigns, by S. S. and O. D., surviving executors of the said I. O., deceased, by an indenture bearing date the —— day of ——, now last past, and in the same indenture is particularly mentioned and described, together with all and singular the rights, members, liberties, privileges, hereditaments, and appurtenances whatsoever, to the hereby granted premises, or any part thereof belonging or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, claim, and demand whatsoever of the said H. H. and M. H. his wife, or either of them, at law, in equity, or otherwise howsoever, of, in, and to the same and every part thereof. To have and to hold all and singular the hereditaments and premises hereby granted, or mentioned, and intended so to be, with the appurtenances, to the said P. O., and his heirs, to and for his and their only proper use and behoof forever, in trust, by a good and sufficient deed of conveyance, immediately after the delivery of these presents, to grant and convey the same premises to the said M. H., her heirs and assigns, to and for her and their only proper use and behoof forever.

In witness whereof, &c.

*Form of Record for the above Deed.*

H. H. and M. H.	}	Deed to Bar Entail.
to		
P. O.		

And now, the —— day of ——, A. D. one thousand eight hundred and ——, F. F., Esquire, an attorney of this Court, produces in open Court a deed, indented, bearing date the —— day of ——, A. D. 18—, between H. H. and M. H., of ——, in ——, of the first part, and P. O., of ——, in ——, of the second part, for conveying unto the said P. O., of the second part, as well in consideration of the sum of —— dollars as for the purpose of barring and destroying all estates tail of the said H. H. and M. H., in the premises, to wit, all that (here describe the property), subject, &c., by which indenture it is fully declared to be the intention of the said grantors to bar, defeat, and destroy all estate

tail of H. H. and M. H. in the aforesaid premises. And on motion of the said F. F., an attorney of the said Court, the same was ordered by the Court to be entered among the records thereof, in the manner commonly used with respect to sheriff's deeds, according to the provisions of the Act of Assembly relating thereto, entitled, "An Act to facilitate the barring of entails," which is accordingly done.

NOTE.—As to the acknowledgment, recording, &c., of said deed, see second section, Act 16 January, 1799.

(37.) *Deed of Sheriff upon Writ of Fieri Facias.*

To all people to whom these presents shall come, George Fay, Esq., High Sheriff of the county of Blair, in the Commonwealth of Pennsylvania, sendeth greeting. Whereas, by a certain writ of *feri facias*, issued out of the Court of Common Pleas for the county of Blair, tested the tenth day of October, to the said Sheriff directed, he was commanded that of the goods and chattels, lands and tenements of Henry Palmer, in his bailiwick, he should cause to be levied as well a certain debt of four hundred dollars, which John Jones, lately in the said Court recovered against him as eighteen  $\frac{52}{100}$  dollars, which to the said John Jones were adjudged for his damages, which he sustained by occasion of the detention of that debt, and that he should have those moneys before the Judges of the said Court at Hollidaysburg, at a county Court of Common Pleas, there to be held for the county of Blair, the fifteenth day of January, then next, to render to the said John Jones, for his debt and damages aforesaid, whereof the said Henry Palmer stands convict, as appears of record, and that he should have then and there that writ. And whereas the said Sheriff did on that day return to the said Judges at Hollidaysburg, that by virtue of the said writ to him directed, he had seized and taken in execution a certain messuage (here describe premises as in writ), having given due and legal notice of the time and place of sale of the said messuage, &c., he did, on Friday, the twelfth day of January, at Hollidaysburg aforesaid, expose the same to sale by public vendue or outcry, and sold the same to Mathew Martin, of the borough of Tyrone, county of Blair aforesaid, for the sum of five hundred dollars, he being the highest bidder, and that the highest and best price bidden for the same. Know know ye, that the said Sheriff, for and in consideration of the aforesaid sum of five hundred dollars, to him in hand paid by the said Mathew Martin, at and

before the enscaling and delivery hereof, the receipt whereof he doth hereby acknowledge, hath granted, bargained, and sold, and by these presents, according to the directions of the said recited writ, and by force and virtue thereof, doth grant, bargain, and sell unto the said Mathew Martin, his heirs and assigns, all that, &c. (as above described). Together with all and singular the buildings, improvements, rights, members, and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, claim, and demand whatsoever of him, the said Henry Palmer, of, in, to, or out of the same. To have and to hold the said messuage, hereditaments, and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Mathew Martin, his heirs and assigns, to them and their only proper use and behoof forever, for such estate and under such rents and conditions as the said Henry Palmer had and held the same at and immediately before the taking thereof in execution, but for no larger or greater estate than he, the said Henry Palmer, then and there had and held the same, according to the form and effect of the laws and usage of this Commonwealth, in such case made and provided.

In witness whereof, the said Sheriff hath hereunto set his hand and seal the fifteenth day of January, 1885.

GEORGE FAY, [SEAL.]  
Sheriff.

(38.) *Deed of Sheriff upon a Writ of Venditioni Exponas.*

To all people to whom these presents shall come, George Fay, Esq., High Sheriff of the county of Blair, in the Commonwealth of Pennsylvania, sendeth greeting. Whereas, by a certain writ of *fiery facias*, issued out of the Court of Common Pleas for the county of Blair, tested at Hollidaysburg, the tenth day of October last past, to the said Sheriff directed, he was commanded that of the goods and chattels, lands and tenements of Harrison Robb, in his bailiwick, he should cause to be levied as well a certain debt of one thousand dollars, which Peter Smith, lately in the said Court recovered against him as twenty-two dollars, which to the said Peter Smith were adjudged for his damages, which he sustained by occasion of the detention of that debt, and that he should have those moneys before the Judges of the said Court at Hollidaysburg,

at a county Court of Common Pleas, there to be held for the county of Blair, the fifteenth day of January then next, to render to the said Peter Smith, for his debt and damages aforesaid, whereof the said Harrison Robb stands convict, as appears of record, and that he should have then and there that writ. And whereas the said Sheriff did on that day return to the said Judges at Hollidaysburg, that by virtue of the said writ to him directed, he had seized and taken in execution, a certain messuage (here describe as in writ of *fi. fa.*), which remained in his hands unsold for want of buyers, so that he could not have the moneys in the said writ mentioned, at the day and place therein specified, as by the said writ he was commanded, and that the residue of the execution of the said writ was contained in a certain schedule or inquisition thereunto annexed; by which said schedule or inquisition it appears on the oaths and affirmations of the inquest therein named, and under their hands and seals, that the rents, issues, and profits of the said messuage, &c., were not of a clear yearly value beyond all reprises, sufficient within the space of seven years to satisfy the debt and damages in the said writ mentioned. And whereas, by a certain writ of *venditioni exponas*, issued out of the said Court, bearing teste at Hollidaysburg aforesaid, the first day of February last past, and to the said Sheriff directed, he was commanded that the said messuage, &c., with the appurtenances so seized and taken in execution as aforesaid, he should expose to sale, and that he should have the moneys arising from such sale before the said Judges at Hollidaysburg, at the Court of Common Pleas, there to be held for the said county of Blair, the tenth day of March then next, to render to the said Peter Smith, for his debt and damages aforesaid: And whereas, the said Sheriff, having given due and legal notice of the time and place of sale of the said messuage, &c., did, on Friday, the seventh day of March, at Hollidaysburg, expose the same to sale by public vendue or outcry, and sold the same to Nathan Nichols, of Blair County aforesaid, for the sum of one thousand two hundred dollars, he being the highest bidder, and that the highest and best price bidden for the same. Now know ye, that the said Sheriff, for and in consideration of the aforesaid sum of one thousand two hundred dollars, to him in hand paid by the said Nathan Nichols, at and before the ensealing and delivery hereof, the receipt whereof he doth hereby acknowledge, hath granted, bargained, and sold, and by these presents, according to the directions of the said last-recited writ, and by force and virtue thereof, doth grant, bargain,

and sell unto the said Nathan Nichols, his heirs and assigns, all that the said messuage, &c., together with all and singular the buildings, improvements, rights, members, and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, claim, and demand whatsoever, of him, the said Harrison Robb, of, in, to, or out of the same. To have and to hold the said messuage, &c., hereditaments, and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Nathan Nichols, his heirs and assigns, to his and their only proper use and behoof forever, for such estate and under such rents and conditions as the said Harrison Robb had and held the same, at and immediately before the taking thereof in execution, but for no larger or greater estate than he, the said Harrison Robb, then and there had and held the same, according to the form and effect of the laws and usage of this Commonwealth, in such case made and provided.

In witness whereof, the said Sheriff hath hereunto set his hand and seal, the fifteenth day of March, 1885.

GEORGE FAY, [SEAL.]  
Sheriff.

(39.) *Deed of Sheriff upon Writ of Levari Facias.*

To all people to whom these presents shall come, George Fay, Esq., High Sheriff of the county of Blair, in the Commonwealth of Pennsylvania, sendeth greeting. Whereas, by a certain writ of *Levari Facias*, issued out of the Court of Common Pleas for the county of Blair, tested at Hollidaysburg, the tenth day of October last past, to the said Sheriff directed, he was commanded, that without any other writ of the lands and tenements of John Doe, late of his county, in his bailiwick, to wit, of a certain messuage (as in the writ described), with the appurtenances so seized and taken in execution he should expose to sale, and that he should have those moneys before the Judges of the said Court at Hollidaysburg, at a county Court of Common Pleas, there to be held for the county of Blair, the fifteenth day of January then next, to render to the said Richard Roe, for his debt and damages aforesaid. And whereas, the said Sheriff, having given due and legal notice of the time and place of sale of the said messuage, &c., he did, on Friday, the twelfth day of January, expose the same to sale by public vendue or outcry,



and sold the same to William Fox, of the city of Altoona, county of Blair, and State of Pennsylvania, for the sum of twelve hundred dollars, he being the highest bidder, and that the highest and best price bidden for the same. Now know ye, that the said Sheriff, for and in consideration of the aforesaid sum of twelve hundred dollars, to him in hand paid by the said William Fox, at and before the ensealing and delivery hereof, the receipt whereof he doth hereby acknowledged, hath granted, bargained, and sold, and by these presents, according to the directions of the said recited writ, and by force and virtue thereof, doth grant, bargain, and sell unto the said William Fox, his heirs and assigns, all that the said messuage, hereinbefore described, together with all and singular the buildings, improvements, rights, members, and appurtenances whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof, and also all the estate, right, title, interest, property, claim, and demand whatsoever of him, the said John Doe, of, in, to, or out of the same. To have and to hold the said messuage, &c., hereditaments, and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said William Fox, his heirs and assigns, to his and their only proper use and behoof forever, for such estate and under such rents and conditions as the said John Doe had and held the same, at and immediately before the taking thereof in execution, but for no larger or greater estate than he, the said John Doe, then and there had and held the same, according to the form and effect of the laws and usage of this Commonwealth, in such case made and provided.

In witness whereof, the said Sheriff hath hereunto set his hand and seal, the fifteenth day of January, 1885.

Signed, sealed, and delivered  
in the presence of  
C. B. BOWERS,  
CHAS. GEESEY.

GEORGE FAY, [SEAL]  
Sheriff.

(40.) *Sheriff's Deed for Lands sold by his Predecessor.*

O. D., High Sheriff of the county of ———, in the Commonwealth of Pennsylvania, to all to whom these presents shall come, greeting. Whereas, by a certain writ of *feri facias*, issued out of the Court of Common Pleas for the said county of ———, tested at ———, the ——— day of ———, A. D. 18—, the Sheriff of the

said county was commanded that of the goods and chattels, lands and tenements of N. N., late of ———, in his bailiwick, he should cause to be levied as well a certain debt of ——— dollars, which C. P., lately in the said Court recovered against him, as ———, which to the said C. P. were adjudged for his damages which he sustained by occasion of the detention of that debt; and that he should have those moneys before the Judges of the said Court at ———, at a Court of Common Pleas there to be held for the said county of ———, the ——— then next, to render to the said C. P. for his debt and damages aforesaid, whereof the said N. N. is convict, as appears of record; and that he should have then and there that writ. And whereas, W. K., Esq., the then Sheriff of the said county, did, on that day return to the said Judges, at ———, that, by virtue of the said writ to him directed, he had seized and taken into execution a certain messuage, &c. (according to the Sheriff's return), which remained in his hands unsold for want of buyers, so that he could not have the moneys in the said writ mentioned at the day and place therein specified, as by the said writ he was commanded, and that the residue of the execution of the said writ was contained in a certain schedule or inquisition thereunto annexed; by which said schedule or inquisition it appears, on the oaths and affirmations of the inquest therein named, and under their hands and seals, that the rents, issues, and profits of the said messuage, &c., were not of a clear yearly value, beyond all reprises, sufficient, within the space of seven years, to satisfy the debt and damages in the said writ mentioned. And whereas, by a certain writ of *venditioni exponas*, issued out of the said Court, bearing teste at ——— aforesaid, the ——— day of ——— last past, and to the said Sheriff directed, he was commanded that the said messuage, &c., with the appurtenances, so by him seized and taken in execution as aforesaid, he should expose to sale; and that he should have the moneys arising from such sale before the said Judges, at ———, at the Court of Common Pleas there to be held for the said county of ———, the ——— day of ——— then next, to render the said C. P. for his debt and damages aforesaid. And whereas the said W. K., the Sheriff aforesaid, having given due and legal notice of the time and place of sale of the said messuage, did, on Monday, the ——— day of ———, expose the same to sale by public vendue or outcry, and sold the same to I. L., of ———, for the sum of ———, he being the highest bidder, and that the highest and best price bidden for the same. And whereas the term of office of the

said W. K., late Sheriff as aforesaid, had expired (or "said W. K., late Sheriff as aforesaid, had deceased," or "said W. K., late Sheriff as aforesaid, had resigned," as the case may be) before any deed was executed by him to the said I. L., the purchaser aforesaid, whereupon the said I. L. did prefer his petition to the Judges of the said Court of Common Pleas, at an adjourned Court of Common Pleas held at ———, for the said county of ———, on ———, the day of ——— last past, setting forth therein as above recited, and praying the said Court to order and direct the said O. D., the present Sheriff, to execute a deed to him, the said I. L., for the said messuage, &c., so as aforesaid purchased; in pursuance whereof, the said Court did then and there order and direct the said O. D., the present Sheriff of the said county of ———, to perfect the title of the said I. L., by executing a deed to him for the premises so as aforesaid purchased of the said W. K., late Sheriff, according to the Act of General Assembly in such case made and provided, as by the records of the said Court, relation thereunto being had, more fully and at large will appear. Now know ye, that the said O. D., High Sheriff as aforesaid, in pursuance of the said order and direction of the Court aforesaid, and also for and in consideration of the aforesaid sum of ———, to the said W. K., late Sheriff, in hand paid by the said I. L. (the receipt and payment whereof is hereby confessed and acknowledged by the said W. K.), hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto the said I. L., his heirs and assigns, all that the said messuage, &c. Together with all and singular the buildings, improvements, rights, members, and appurtenances whatsoever, thereunto belonging or in any wise appertaining, and the reversions and remainder, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, claim, and demand whatsoever of him, the said N. N., of, in, to, or out of the same. To have and to hold the said messuage, &c., hereditaments, and premises hereby granted, or mentioned or intended so to be, with the appurtenances, unto the said I. L., his heirs and assigns, to his and their only proper use and behoof forever, for such estate and under such rents and conditions as the said N. N. had and held the same, at and immediately before the taking thereof in execution by the said W. K., as aforesaid; but for no larger or greater estate than he, the said N. N., then and there had and held the same, according to the form and effect of the laws and usages of this Commonwealth in such case made and provided.

In witness whereof, the said Sheriff hath hereunto set his hand and seal, the \_\_\_\_\_ day of \_\_\_\_\_, A. D. one thousand eight hundred and \_\_\_\_\_.

(41.) *Deed of Sheriff under Order of Sale in Partition.*

I, S. A., High Sheriff in and for the city and county of Philadelphia, in the State of Pennsylvania, to all to whom these presents shall come, send greeting. Whereas, a certain writ of *breve de partitione facienda*, lately issued out of the District Court for the city and county of Philadelphia, tested at Philadelphia the first day of December, A. D. 1854, and to me directed at the suit of W. M. S., in order to have, *inter alia*, the three story brick messuage or tenement and lot or piece of ground hereinafter particularly described, and granted, parted, and divided, between him, the said W. M. S., and J. S. and G. S., minor children, by their guardian, J. W., to wit, number two (No. 2), all that certain (here insert the description of the premises). And, whereas, I returned to the Judges of the District Court for the city and county of Philadelphia, that in obedience to the said writ I had gone with six honest and lawful men of my bailiwick to the tenements and premises in the said writ described, with the appurtenances, the parties to said writ having been warned, and as many as chose to be there being present, which six honest and lawful men, upon their oaths and affirmations respectively did say that the said lands and tenements could not be divided without prejudice to or spoiling the whole, and therefore they had valued and appraised the said lands and tenements in the said writ described, as follows, to wit, number one (No. 1), at five thousand five hundred dollars, and number two (No. 2) at two thousand dollars, subject to the ground-rent (or as the case may be) mentioned in the above-recited writ, lawful money of Pennsylvania. And, whereas, the said parties declined and refused to take the lands and tenements in the said writ described, with the appurtenances, at the appraised value, as appears of record in the said Court. Whereupon the return to the said writ of *partitione facienda* was approved of by the Judges aforesaid, demandant aforesaid, prayed that the premises be sold agreeably to the Act of Assembly in such case made and provided, and it was accordingly ordered by the said Judges, that the lands and tenements in the said writ described, with the appurtenances, be sold at public vendue, agreeably to the Act of Assembly, after notice and advertisements twenty days previous thereto. Wherefore, by a certain

order of sale issued out of the said Court, to me directed, bearing teste the first day of February, Anno Domini 1855, I was commanded that the lands and tenements in the said writ described, with the appurtenances, I should expose to sale at public vendue, having first given due, fair, and legal notice of the time and place of sale thereof, agreeably to the directions of the said Act of Assembly, and the order of Court thereon, and the money arising from the said sale, or sufficient sureties therefor, to the satisfaction of all parties concerned, I should bring into the said Court to be held at Philadelphia the first Monday of March then next to be distributed and paid by order of said Court to and among the several parties entitled to receive the same in lieu of their respective parts and purparts of the premises in the said writ described, with the appurtenances, according to their just rights and proportion, and to abide such further order as should be made by the said Court in the premises, and that I should have then and there the said writ. And, whereas, I, the said Sheriff, in obedience to the last-recited writ or order of sale, after having given due, fair, and legal notice, according to the directions thereof, of the time and place of sale twenty days previous thereto, by advertisements in the public newspapers, and by handbills set up in the most public places in my bailiwick, did, on Monday, the third day of October, in the year of our Lord 1855, at half-past five o'clock in the evening, at Sansom Street Hall (Sansom Street between Delaware Sixth and Seventh, and Chestnut and Walnut Streets), in the city of Philadelphia, exposed, *inter alia*, the said three-story brick messuage or tenement and lot or piece of ground herein above particularly described, with the appurtenances, to sale by public vendue or outcry, when and where I sold the same to T. M. D., of the said city of Philadelphia, in the State aforesaid, hatter, for the price or sum of one thousand and twenty-five dollars, he being the highest and best bidder, and that the highest and best price bidden for the same. Now know ye, that I, the said S. A., High Sheriff as aforesaid, for and in consideration of the said sum of one thousand and twenty-five dollars, lawful money of the United States of America, to me in hand well and truly paid by the said T. M. D., at or before the sealing and delivery hereof, the receipt whereof I do hereby acknowledge, have granted, bargained, and sold, and by these presents, according to the directions of the said last-recited writ or order of sale, and by force and virtue thereof, and of the constitu-

tion and laws of this Commonwealth, in such case made and provided, do grant, bargain, and sell, unto the said T. M. D., his heirs and assigns, all that the aforesaid certain three-story brick messuage or tenement and lot of piece of ground (description down to recital), together with the free use and privilege of the said Myrtle Street as a passageway and watercourse, at all times hereafter forever, and together with all and singular the buildings, improvements, ways, streets, alleys, passages, waters, watercourses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, claim, and demand whatsoever of them, the said W. M. S., J. S., and G. S., minor children as aforesaid, by their guardian, J. W., either at law, in equity, or otherwise howsoever, of, in, and to, or out of, the same and every part and parcel thereof, to have and to hold all and singular the hereditaments and premises above particularly described and hereby granted or mentioned or intended so to be, with the appurtenances, unto the said T. M. D., his heirs and assigns, to and for the only proper use and benefit and behoof of the said T. M. D., his heirs and assigns, forever, according to the form, force, and effect of the laws and usages of this Commonwealth, in such case made and provided.

In witness whereof, I, the said Sheriff, have hereunto set my hand and seal, this twenty-eighth day of March, in the year of our Lord one thousand eight hundred and fifty-five (1855).

S. A., [SEAL.]  
Sheriff.

(42.) *Deed; Committee of Lunatic or Habitual Drunkard under Order of Court.*

Whereas, proceedings were had in the Court of Common Pleas of Blair County, State of Pennsylvania, whereby Nelson Noder, of the township of Antis, in said county, was, by virtue of a commission in the nature of a writ *De Lunatico Inquirendo*, issued from the said Court, bearing date the tenth day of October, A. D. one thousand eight hundred and eighty-three, declared a lunatic (or habitual drunkard), as by a reference to the records of said Court will fully and at large appear. And, whereas, upon the return of the inquisition aforesaid, the said Court appointed Charles J. Mann,

committee of the said Nelson Noder, and committed to him the custody and care of the estate (or the person and estate, as may be) of the said Nelson Noder. And, whereas, the said Nelson Noder stands seized in his demesne as of fee of and in a certain tract or piece of land situate in the township of Antis aforesaid, containing three hundred acres, more or less. And, whereas, the said Charles J. Mann, committee aforesaid, on the second day of December, A. D. 1883, presented to the said Court his petition, setting forth that the personal estate of the said lunatic (or habitual drunkard) was not sufficient for the payment of his debts and engagements, the support and maintenance of himself and family, and for the education of his minor children (or as may be the case), which petition was accompanied with a true and perfect statement and inventory of the real and personal estate of the said lunatic (or habitual drunkard) so far as the same had come to the knowledge of the said committee, and a statement of the debts due by the said lunatic (or habitual drunkard) so far as the same could be ascertained, and an estimate of the sum that would probably be required annually for the support and maintenance of the said lunatic (or habitual drunkard), and for the support and maintenance of his family, and education of his minor children, and praying the said Court to allow him, the said committee, to make public sale of the said above-mentioned tract or piece of land for the purposes aforesaid, and which petition was further accompanied by proof that due notice of the said committee's intention to make the above application to the said Court had been served upon the wife and children, and upon the guardian of the minor children (or as the case may be) of the said lunatic (or habitual drunkard), who are all the next of kin capable of inheriting the estate of the said lunatic (or habitual drunkard).<sup>1</sup> And, whereas, the said Court, upon the second day of December, appointed Martin Bell, Esquire, auditor, to investigate the facts of the case, and to report upon the expediency of granting said application, who made report to the said Court upon the twentieth day of January, A. D. 1884, among other facts, that it was expedient to grant the application of the said committee<sup>2</sup> (if no auditor be appointed, omit the words between 1 and 2), whereupon, January 20, A. D. 1884, it was considered, and an order was made by the said Court directing and authorizing Charles J. Mann, committee as aforesaid, for the purposes aforesaid, to sell at public sale the said above-mentioned tract or piece of

land, he, the said committee, before the confirmation of the said sale, to enter into bond to the Commonwealth of Pennsylvania in the sum of six thousand dollars, conditioned for the faithful application of the proceeds of said sale according to the duties of his trust, and to make return to said order on the first day of the next term of said Court. And, whereas, in pursuance of said order, and by force and virtue of the laws of this State, in such case made and provided, afterwards, to wit, on the first day of March, the said Charles J. Mann, committee as aforesaid, did expose the said above-mentioned tract or piece of land, with the appurtenances, to sale at public vendue or outcry, after giving notice thereof according to law, and sold the same to John Jones, of the city of Altoona, county aforesaid, for the sum of three thousand dollars, he being the highest bidder, and that the highest and best price bidden for the same; which sale, on report thereof, made to the Judges of said Court, was, on the twentieth day of March, A. D. 1884, confirmed, and it was considered and adjudged by the said Court, that the same should be and remain firm and stable forever, as by the records of the said Court, reference being thereunto had, will more fully and at large appear.

Now this indenture, made and concluded the twentieth day of March, A. D. one thousand eight hundred and eighty-four, between Charles J. Mann, committee of the estate (or person and estate) of Nelson Noder of the township of Antis, county of Blair, and State of Pennsylvania, of the first part, and John Jones, of the city of Altoona, county and State aforesaid, of the second part: Witnesseth, that the said party of the first part, in consideration of the sum of three thousand dollars well and truly paid to the said party of the first part by the said party of the second part, at and before the ensembling and delivery hereof, the receipt of which is hereby acknowledged, hath granted, bargained, sold, and conveyed, and by these presents doth grant, bargain, sell, and convey unto the said party of the second part, all that certain, &c. (here fully describe the premises, and give chain of title), together with all and singular the rights, liberties, privileges, hereditaments, and appurtenances, to the same belonging or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof. To have and to hold the premises hereby granted, or mentioned, or intended so to be, with the appurtenances, unto the said party of the second part, his heirs and assigns forever.



In witness whereof, the said Charles J. Mann, committee as aforesaid, hath hereunto set his hand and seal, the day and year above written.

Signed, sealed, and delivered	}	CHARLES J. MANN, [SEAL.]
in presence of		Committee of
BOSTON BARTON,		NELSON NODER, Lunatic
JOHN JACKSON.		(or Habitual Drunkard).

### DEPOSITION.

A DEPOSITION is the testimony of a witness reduced to writing in due form of law, by virtue of a commission or other authority of a competent tribunal, or according to the provisions of some statute law, to be used on the trial of some question of fact in a Court of justice.

Depositions were not formerly admitted in common law Courts, and were afterwards admitted from necessity, where the oral testimony of a witness could not be obtained. But in Courts of chancery this is generally the only testimony which is taken.

Some of the statutes of the several States provide that Courts may issue commissions to take depositions; others, that the parties may take them by giving notice of the time and place of taking the deposition to the opposite party. The privilege of taking them is generally limited to cases where the witness lives out of the State or at a distance from the Court, or where he is sick, aged, about to leave the State, or where, from some other cause, it would be impossible or very inconvenient for him to attend in person. If the deposition is not taken according to the requirements of the statute authorizing it, it will, on objection being made by the opposite party, be rejected.

In Pennsylvania the mode of taking depositions is varied, being governed by Acts of Assembly and the rules of Court of the several judicial districts in the State. Reference may be had to the several Acts of Assembly upon this subject under the title of "Depositions," in Purdon's Digest.

#### (1.) *Caption of Deposition under a Rule of Court.*

Deposition of witnesses produced, sworn (or affirmed), and examined by me, the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, at my office at \_\_\_\_\_, between the hours of \_\_\_\_\_ A. M. and \_\_\_\_\_ P. M., by virtue of the annexed rule of Court of \_\_\_\_\_, and notice hereto attached, for the examination of witnesses in a certain case depending in said Court, wherein X. X. is plaintiff, and Z. Z. is defendant.

O. O., aged \_\_\_\_\_ years, or thereabouts, of \_\_\_\_\_, being produced, sworn, and examined, on the part of the \_\_\_\_\_, deposeth as follows, &c. (Here insert the testimony of the witness as nearly in his own words as may be. If he should testify in relation to any paper or exhibit, it should be entered in the deposition thus, "The

witness being shown the paper marked 'A,' hereto attached, deposes and says," &c.; and before the paper is attached to the deposition it should be endorsed thus, "This is the paper 'A' referred to by the witness ———, on his examination before me, this ——— day of ———, A. D. 18—," with the signature of the commissioner affixed.)

And further saith not.

O. O.

NOTE.—The testimony of all the witnesses produced, and all the papers should be attached to the deposition, rule of Court, and notice, and a certificate in the following form should be appended:—

I hereby certify that the above witness (or witnesses) was (or were) duly qualified and examined at the time and place stated in the above caption, and subscribed his (or their) deposition (or depositions) in my presence.

D. D.,

Notary Public (or as may be).

## DISCHARGE.

A DISCHARGE is the act by which a person in confinement under some legal process, or held on accusation of some crime or misdemeanor, is set at liberty. The writing containing the order for his being so set at liberty is also called a Discharge. The discharge of a defendant in prison under a *ca. sa.*, when made by the plaintiff, has the operation of satisfying the debt, the plaintiff having no other remedy, 4 T. R. 526; but when the discharge is in consequence of the insolvent laws, or the defendant dies in prison, the debt is not satisfied. In the case of discharge by the insolvent laws, the plaintiff has a remedy against the property of the defendant acquired at any time; and, in case of death in prison, against the executors or administrators of the debtor. Bac. Ab. Execution, D.; Bingham on Exec. 266.

### (1.) *Discharge of Prisoner charged with a Criminal Offence.*

Discharge out of your custody the body of Z. Z., if detained for no other cause than that mentioned in my warrant of the ——— day of ——— last past, I having taken sureties for his appearance at the next Court of General Quarter Sessions of the Peace, to be held in ———, for the county of ———, to answer the complaint therein mentioned. And for your so doing, this shall be your sufficient warrant.

Given under my hand and seal, the ——— day of ———, A. D. 18—.

(For Form of Discharge of Insolvent Debtor from Arrest, see INSOLVENTS.)

## D I V O R C E.

DIVORCE is the dissolution or partial suspension, by law, of the marriage relation.

The dissolution is termed divorce from the bond of matrimony, or, in the Latin form of the expression, *a vinculo matrimonii*; the suspension, divorce from bed and board, *a mensa et thoro*. The former divorce puts an end to the marriage; the latter leaves it in full force. Bishop, Marr. & Div. § 292. The term divorce is sometimes also applied to a sentence of nullity, which establishes that a supposed or pretended marriage either never existed at all, or at least was voidable at the election of one or both of the parties.

The more correct modern usage, however, confines the signification of divorce to the dissolution of a valid marriage. What has been known as a divorce *a mensa et thoro* may more properly be termed a legal separation. So also a sentence or decree which renders a marriage void *ab initio*, or bastardizes the issue, should be distinguished from one which is entirely prospective in its operation; and for that purpose the former may be termed a sentence of nullity. Bouv. L. Dict.

In Pennsylvania, since the adoption of the Constitution of 1874, the several Courts of the Commonwealth have exclusive jurisdiction in cases of divorce. The following causes are, in this State, sufficient ground for granting the same, viz: Impotency at the time of contract; Knowingly entering into a second marriage, in violation of the previous vow; Adultery; Wilful and malicious desertion and absence from the habitation of the other without a reasonable cause, for and during the space of two years; Cruel and barbarous treatment, endangering the wife's life; Indignities offered to her person, so as to render her condition intolerable and life burdensome, and thereby forcing her to withdraw from the husband's house and family; or Consanguinity or affinity within the table established by law, which renders marriage void *ab initio*, if a divorce be obtained before the death of either party. Before the Act of Assembly of 26th April, 1850, it was required that the cause of divorce should have occurred within the State, and no proceeding could be commenced for wilful and malicious desertion till the full period of two years had elapsed after such desertion had taken place. By the said Act, the law is so changed as to enable the Courts to entertain jurisdiction of all causes of divorce for desertion as aforesaid or adultery, notwithstanding the parties were, at the time of the occurrence of said cause, domiciled in another State; but, as provided by previously existing laws, no such divorce can be granted unless the applicant therefor is a citizen of this State, and has resided herein for the term of one year. The same Act also provides that either party, for the cause of wilful, malicious, and continued desertion from the habitation of the other, may apply, in such case, by petition or libel, to the proper Court, in accordance with the provisions of the several Acts of Assembly then in force, at any time not less than six months after such cause of divorce shall have taken place; but the said Court cannot proceed to make a final decree, divorcing the said parties from the bonds of matrimony, until after the expiration of two years from the time at which such desertion took place.

A wife may file her bill for a divorce *a vinculo matrimonii*, under the Act of 1815, or for a divorce *a mensa et thoro* and alimony, under the Act of 1817, at her election. 1 Watts, 263; 3 S. & R. 248. If any husband maliciously either abandon his family, or turn his wife out of doors, or by cruel and barbarous treatment endanger

her life, or offer such indignities to her person as to render her condition intolerable or life burdensome, and thereby force her to withdraw from his house and family, the Court of Common Pleas of the respective counties may, upon complaint and due proof thereof, made in the manner prescribed, grant the wife a divorce from bed and board, and allow her such alimony as her husband's circumstances will admit of, so as the same does not exceed the third part of the annual profit and income of his estate or of his occupation and labor, which shall continue until a reconciliation shall take place, or until the husband shall, by his petition or libel, offer to receive and cohabit with her again, and to use her as a good husband ought to do; and then, in such case, the Court may either suspend the aforesaid sentence or decree, or, in case of her refusal to return under the protection of the Court, discharge and annul the same, according to their discretion; and if the husband fail in performing his said offers and engagements, the former sentence or decree may be revived and enforced, and the arrears of the alimony may be ordered to be paid.

Recrimination, condonation, or connivance are good defences to suits for the cause of adultery. A wife or husband having been guilty of the crime of adultery, shall not marry the person with whom the said crime was committed during the life of the former wife or husband, and an adulteress so living cannot alien her real property. The several Acts of Assembly touching this subject are as follows: 13 March, 1815; 26 February, 1817; 8 February, 1819; 15 April, 1845; 27 February, 1847; 26 April, 1850; 8 May, 1854; 9 March, 1855; 13 March, 1855; 14 April, 1859; 11 April, 1862; 13 April, 1869; 25 May, 1873.

(1.) *Petition or Libel for Divorce on grounds of Adultery.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The petition and libel of Ellen Hide, by her next friend Robert Hall, respectfully represents: That on the ——— day of ———, A. D. 18—, a marriage was contracted and celebrated between the libellant and John Hide, and, although by the laws of God, as well as by their mutual vows in this behalf, they were bound to that constancy which belongs to the married state[§], yet so it is, that the said John Hide, in violation of said laws and his vows aforesaid, has committed adultery, with one Mary Nox, and other persons to your petitioner unknown: Wherefore the libellant, showing that she is a citizen of this Commonwealth, and has resided therein for one whole year previously to filing this, her petition and libel, prays that a subpcena may issue from the said Court to the said John Hide, commanding him to appear at the next Court of Common Pleas of said county, to answer said complaint, and show cause why the libellant should not be divorced and separated from the bonds of matrimony aforesaid, as if the same had never been contracted. And she will, &c.

ELLEN HIDE,

By her next friend, ROBERT HALL.

Blair County, ss.

Ellen Hide, the above-named libellant, being duly sworn, says, that the facts contained in her foregoing petition and libel are true to the best of her knowledge and belief; that the said complaint is not made out of levity or collusion between her and the said John Hide, and for the mere purpose of being freed and separated from each other, but in sincerity and truth for the causes mentioned in said petition and libel.

ELLEN HIDE.

Sworn and subscribed to, before me this ——— day of ———, 18—.

ROBERT WARING,

Justice of the Peace.

(2.) *Petition or Libel for Divorce on grounds of Desertion.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The petition and libel of Ellen Hide, by her next friend Robert Hall, &c. (as in Form No. 1 to §), yet, so it is, that the said John Hide, in violation of said laws and his vows aforesaid, has wilfully and maliciously deserted the libellant, and absented himself from her habitation, without reasonable cause, for more than one year last past (or as may be). Wherefore, the libellant, showing that she is a citizen of this Commonwealth, and has resided therein for one whole year previously to filing this, her petition and libel, prays that a subpoena may issue from the said Court to the said John Hide, commanding him to appear at the next Court of Common Pleas of said county, to answer said complaint, and show cause why the libellant should not be divorced and separated from the bonds of matrimony aforesaid, as if the same had never been contracted. And she will, &c.

ELLEN HIDE,

By her next friend, ROBERT HALL.

(Append affidavit as in Form No. 1.)

(3.) *Petition or Libel for Divorce on grounds of Intolerable Treatment.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The petition and libel of Ellen Hide, by her next friend Robert Hall, &c. (as in Form No. 1 to §), yet, so it is, that the said John Hide, in violation of said laws and his vows aforesaid, has offered

such indignities to the person of your petitioner, as to render her condition intolerable and her life burdensome, and thereby forced her to withdraw from his house and family: Wherefore the libellant, showing that she is a citizen of this Commonwealth, and has resided therein for one whole year previously to filing this, her petition and libel, prays that a subpoena may issue from the said Court to the said John Hide, commanding him to appear at the next Court of Common Pleas of said county, to answer said complaint, and show cause why the libellant should not be divorced and separated from the bonds of matrimony aforesaid, as if the same had never been contracted. And she will, &c.

ELLEN HIDE,

By her next friend, ROBERT HALL.

(Append affidavit as in Form No. 1.)

(4.) *Petition or Libel for Divorce where Marriage was procured by Force, &c.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The petition and libel of Ellen Hide, by her next friend Robert Hall, respectfully represents: That an alleged marriage was celebrated between your petitioner and John Hide on, &c., which said alleged marriage was procured by force (or fraud, as may be), on the part of the said John Hide, in this, that (here set out fully the acts constituting the said force or fraud); and that said alleged marriage has not been subsequently confirmed by the acts of the libellant: Wherefore the libellant showing that she is a citizen of this Commonwealth, and has resided therein for one whole year previously to filing this, her petition and libel, prays that a subpoena may issue from the said Court to the said John Hide, commanding him to appear at the next Court of Common Pleas of said county, to answer said complaint, and show cause why the libellant should not be divorced and separated from the bonds of matrimony so alleged to have been contracted as aforesaid. And she will, &c.

ELLEN HIDE,

By her next friend, ROBERT HALL.

(Append affidavit as in Form No. 1.)

(5.) *Petition or Libel where the Marriage is Void.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The petition and libel of Ellen Hide, by her next friend Robert Hall, respectfully represents: That, on the —— day of ——, A. D. 18—, a supposed marriage was celebrated between the libellant and John Hide, which supposed marriage is absolutely void, for the reason that the said John Hide had a wife, Mary Hide, formerly Mary Knox, living at the time when said supposed marriage was celebrated (or as may be). Wherefore, the libellant, showing that she is a citizen of this Commonwealth, and has resided therein for one whole year previously to filing this, her petition and libel, prays that a subpoena may issue from the said Court to the said John Hide, commanding him to appear at the next Court of Common Pleas of said county, to answer the said complaint and show cause why the said supposed marriage should not be decreed null and void. And she will, &c.

ELLEN HIDE,

By her next friend, ROBERT HALL.

(Append affidavit as in Form No. 1.)

(6.) *Petition or Libel for Divorce where Husband has been convicted of a Felony.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The petition and libel of Ellen Hide, by her next friend Robert Hall, respectfully represents: That, on the —— day of ——, A. D. 18—, a marriage was celebrated between the libellant and John Hide, since which time they have lived and cohabited together as man and wife; further, that the said John Hide was, on the —— day of ——, A. D. 18—, convicted in the Court of Oyer and Terminer, &c., of the said county of Blair, of the crime of arson, as appears by the record and proceedings of said Court, and that he was thereupon sentenced by the said Court to an imprisonment in the Western Penitentiary of Pennsylvania for the term of five years. Wherefore the libellant, showing that she is a citizen of this Commonwealth, and has resided therein for one whole year previously to filing this, her petition and libel, prays that a subpoena may issue from the said Court to the said John Hide, commanding

him to appear at the next Court of Common Pleas of said county, to answer said complaint, and show cause why the libellant should not be divorced and separated from the bonds of matrimony aforesaid, as if the same had never been contracted. And she will, &c.

ELLEN HIDE,

By her next friend, ROBERT HALL.

(Append affidavit as in Form No. 1.)

(7.) *Petition for Divorce, on behalf of a Wife when she is Lunatic.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The petition and libel of Ellen Hide, by her next friend Robert Hall, &c. (as in Form No. 1 to §), yet, so it is, that the said John Hide, in violation of said laws and his vows aforesaid, has wilfully and maliciously deserted the said libellant, and absented himself from her habitation without reasonable cause, for more than one year past (or as may be); and it is further represented, that the said libellant is a lunatic, or *non compos mentis*, being now, and having been for the space of ——— last past and upwards, so far deprived of her reason and understanding, as to be rendered totally unfit and unable to govern herself or manage her affairs; that this unsound state of mind is manifested, &c. (as the facts may be, setting them out; or if the party has been found lunatic, state the finding). Wherefore the libellant, showing that she is a citizen of this Commonwealth, and has resided therein for one whole year previously to filing this, her petition and libel, prays that a subpoena may issue from the said Court to the said John Hide, commanding him to appear at the next Court of Common Pleas of said county, to answer said complaint, and show cause why the libellant should not be divorced and separated from the bonds of matrimony aforesaid, as if the same had never been contracted. And she will, &c.

ELLEN HIDE,

By her next friend, ROBERT HALL.

(Append affidavit as in Form No. 1.)

(8.) *Petition for Divorce a Mensa et Thoro and Alimony.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The petition and libel of Ellen Hide, by her next friend Robert Hall, respectfully represents: That a marriage was contracted



between the libellant and John Hide, on the ——— day of ———, A. D. 18—, and, although by the laws of God, as well as by their mutual vows in this behalf, they were bound to that constancy which belongs to the married state, yet, so it is, that the said John Hide, in violation of said laws and his vows aforesaid, has offered such indignities to the person of the libellant as to render her condition intolerable and her life burdensome, and has forced her to withdraw from his house and family (or as may be). Wherefore the libellant, showing that she is a citizen of this Commonwealth, and has resided therein for the term of one whole year previously to filing this, her petition and libel, prays that a subpoena may issue from the said Court to the said John Hide, commanding him to appear at the next Court of Common Pleas of said county, to answer said complaint, and show cause why the libellant should not be divorced from bed and board; and why she should not be allowed such alimony as the circumstances of the said John Hide will admit. And she will, &c.

ELLEN HIDE,

By her next friend, ROBERT HALL.

(Append affidavit as in Form No. 1.)

(9.) *Petition for Support, &c., pendente lite.*

In the Court of Common Pleas of Blair County.

Ellen Hide, by her next friend Robert Hall,	} No. —. —— Term, 18—.
vs.	
John Hide.	

Subpœna in Divorce.

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The petition of Ellen Hide, the above-named libellant, by her next friend Robert Hall, respectfully represents: That upon her petition and libel setting forth, that on the ——— day of ———, 18—, a marriage was contracted between the libellant and the said John Hide; and that the said John Hide had wilfully and maliciously deserted the libellant, and absented himself from her habitation without reasonable cause for the term of one year (or as may be), a subpoena was issued to the said John Hide, commanding him to appear at the next ——— Term of said Court, to answer said complaint; that the respondent has appeared in obedience thereto, and confessed the fact of marriage with the

libellant, as set forth, but otherwise contests said action. The petitioner further represents, that she has no income adequate to her support and the maintenance of said action. She therefore prays that she may be allotted the sum of ——— dollars for her support during said action, and for her costs and expenses in maintaining the same, and that the respondent be directed to pay the said sum for the purposes aforesaid. And she will, &c.

ELLEN HIDE,

By her next friend, ROBERT HALL.

(Append affidavit of truth of petition.)

(10.) *Rule on Husband on above Petition.*

And now, ———, 18—, the within petition read and considered, and the Court grant a rule upon John Hide, the respondent, to show cause why he should not pay the sum of ——— dollars for the support of said libellant, during the pendency of this action, and for her costs and expenses in maintaining the same. Returnable the ——— day of ——— next.

(11.) *Order on Husband on above Petition for Support, &c.*

And now, ———, 18—, on hearing the parties on the rule to show cause, &c., heretofore granted in this case, and on full consideration thereof, the Court order John Hide, the respondent, to pay to Ellen Hide, the libellant, or to A. B., Esquire, her attorney, the sum of ——— dollars, for her support during the pendency of the above action, and for her costs and expenses in maintaining the same.

(12.) *Answer to Libel where charge of Adultery has not been set forth with sufficient precision.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The answer of John Hide to the petition or libel of Ellen Hide, respectfully sheweth: That true it is that, on the ——— day of ———, A. D. 18—, this respondent was lawfully married to the libellant, Ellen Hide. And this respondent further saith, that the said libel of the libellant and the matters therein contained, in the manner and form as the same are stated and set forth, are not sufficient in law for the said Ellen Hide to have or maintain her aforesaid action of divorce against him, the said John Hide, and that

the said John Hide is not bound by the law of the land to answer to the same; and this he is ready to verify [§]. That the said libel does not charge the said adultery to have been committed before the said libel was filed, nor before the suit was brought; that the said libel does not charge the said crime of adultery with sufficient legal certainty as to time; that the said libel does not charge the said adultery to have been committed at any place; and that the crime of adultery is not laid to have been committed with sufficient certainty as respects the supposed person with whom it is said to have been committed. Wherefore, for the want of a sufficient libel and affidavit in this behalf, the said John Hide prays judgment, and that the said Ellen Hide may be barred from having or maintaining her aforesaid action against him.

(Append affidavit of truth of same.)

(13.) *Answer to Libel where Citizenship and Residence have been omitted.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

(As in Form No. 12 to [§].) That the said Ellen Hide hath not resided in the State of Pennsylvania one whole year next before the presenting of her said libel, and is not a citizen thereof; nor is the same alleged, or attempted to be alleged in the aforesaid libel. Wherefore, for want of a sufficient libel and affidavit in this behalf, the said John Hide prays judgment, and that the said Ellen Hide may be barred from having or maintaining her aforesaid action against him.

(Append affidavit of truth of same.)

(14.) *Answer to Libel where Recrimination, denial of Adultery, and subsequent Cohabitation are alleged.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The demurrer and answer of John Hide to the bill and libel of the said Ellen Hide against him, filed the —— day of ——, A. D. 18—.

The said John Hide, for answer thereto, or to such part thereof as he is at this time required to answer, answereth and saith: That true it is that the said Ellen Hide, the petitioner, was, on the —— day of ——, A. D. 18—, lawfully joined in matrimony

with your respondent. And the said John Hide saith, that the petition or libel and matters therein contained, in manner and form as the same are therein stated and set forth, are not sufficient in law for the said Ellen Hide to have or maintain her aforesaid libel for divorce from the bond of matrimony against him, the said John Hide, and that he, the said John Hide, is not bound by the law of the land to answer the same; and this he is ready to verify. Wherefore, for want of a sufficient libel in this behalf, the said John Hide prays judgment, and that the said Ellen Hide be barred from having or maintaining her aforesaid libel thereof against him, the said John Hide [§]. And the said John Hide, for further plea in this behalf, saith, that the said Ellen Hide, on the ——— day of ———, A. D. 18—, and on divers other days and times between that day and the time of filing her petition or libel aforesaid, or this answer, on the ——— day of ———, A. D. 18—, to wit, at, &c., has been guilty of adultery with a person or persons to the said John Hide unknown (or as may be); and this he is ready to verify. Wherefore he prays judgment if the said Ellen Hide ought to have or maintain her aforesaid action thereof against him, &c.

And the said John Hide, for further plea in this behalf, saith, that he, the said John Hide, hath not been guilty of adultery with any person; and of this the said John Hide puts himself upon the country, &c.

And the said John Hide, for further plea in this behalf, saith, that after the time of the supposed adultery by the said Ellen Hide, falsely alleged to have been committed by him, the said John Hide, and after the time she, the said Ellen Hide, supposes she knew of the criminal fact, she, the said Ellen Hide, admitted him, the said John Hide, into conjugal society or embraces; and this the said John Hide is ready to verify. Wherefore he prays judgment if the said Ellen Hide ought to have or maintain her aforesaid action thereof against him, and that the said libel may be dismissed, and this respondent allowed his reasonable costs, in this behalf unjustly sustained, &c.

JOHN HIDE.

(Append affidavit of truth of same.)

(15.) *Answer to Libel where a former Libel is pending and Costs unpaid.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

(As in Form No. 14 to [§].) And the said John Hide, for further plea in this behalf, saith, that the said Ellen Hide, on the —— day of ——, A. D. 18—, filed her libel against him, the said John Hide, for a divorce from the bond of matrimony, upon which libel a subpœna issued against him, and the said John Hide made his answer thereto; which said libel, subpœna, answer, and action were pending and undetermined at the time of filing the said libel of the —— day of ——, A. D. 18—, and are still pending and undetermined. And this he is ready to verify by the said record. Wherefore he prays judgment whether the said Ellen Hide ought to have or maintain her aforesaid action thereof against him, the said John Hide. And for further plea on this behalf, the said John Hide saith, that the said Ellen Hide, on the —— day of ——, A. D. 18—, filed her libel for a divorce, and sued and took out of this Court a subpœna against the said John Hide, which said libel the said John Hide answered; and the same libel, subpœna, answer, and action were then and still are pending in this Court, and the costs of the same were unpaid at the time of the filing of the said second libel, and also at the time of issuing the said second subpœna, to wit, on the —— day of ——, A. D. 18—, and the same first libel and answer are still pending, and the costs are still unpaid. And this the said John Hide is ready to verify by the record. Wherefore he prays judgment if the said Ellen Hide ought to have or maintain her aforesaid action against him, &c.

(Append affidavit of truth of same.)

(16.) *Answer to Libel where Desertion is denied.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The answer of the respondent, John Hide, to the libel of Ellen Hide, against him filed, the —— day of ——, A. D. 18—, or to so much thereof as this respondent is advised, it is in any way material should be answered, answers and says, that true it is, that the said Ellen Hide, on the —— day of ——, A. D. 18—, was lawfully joined in marriage with this respondent [§]. Yet this

respondent doth wholly deny the charge of having maliciously and willfully deserted and absented himself from her, the said Ellen Hide, as is in said libel charged; but this respondent doth aver that the said Ellen Hide has maliciously deserted this respondent. All which matters and things this respondent is ready to verify, to maintain, and prove; and doth plead the same in bar to the libel of the said Ellen Hide, which he prays may be dismissed, and this respondent allowed his reasonable costs in this behalf.

(Append affidavit of truth of same.)

(17.) *Answer to Libel with general denial of Adultery.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

This respondent (as in Form No. 16 to [§]), from which time he, this respondent, from all kinds of adultery or incontinence, or any suspicion thereof, hath lived exempt, innocent and free; and he, this respondent, doth expressly deny the charge of adultery stated against him in the libel of the said Ellen Hide. All which this respondent is ready to maintain, and this he, this respondent, prays may be inquired of by the country, &c.

JOHN HIDE.

(Append affidavit of truth.)

(18.) *Answer to Libel and denial of Intolerable Treatment.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The answer of John Hide to the libel of Ellen Hide, praying for a divorce against him filed the —— day of ——, A. D. 18—.

This respondent saving and reserving to himself, &c. (as in Form No. 16 to [§]). Yet this respondent protests that the said libellant has not demeaned herself as a dutiful and affectionate wife, but by the indulgences of a violent temper has embittered his life. And the said respondent avers that he has always, since the said marriage, conducted himself as a husband ought to do towards the said libellant, and he wholly denies that he ever beat or abused the said libellant, or by barbarous or cruel treatment rendered her condition intolerable or her life burdensome, or that he ever gave her cause or obliged her to depart from his house; but that the said libellant left his house without any just cause. Wherefore he prays that the

said libel may be dismissed, and this respondent allowed his reasonable costs in this behalf.

(Append affidavit of truth.)

(19.) *Replication of Libellant to the Answer.*

In the Court of Common Pleas of Blair County.

Ellen Hide, Libellant,	}	No. —.
<i>vs.</i>		
John Hide, Respondent.	}	Term, A. D. 18—.

And now ———, 18—, the libellant, Ellen Hide, by A. B., her attorney, comes and says, that, protesting all and singular the matters and things in the respondent's plea alleged in bar of her libel and prayer are not true, she is ready to verify the said matters and things by her in her said libel and prayer set forth; and prays that a jury may be called to inquire thereof as in this behalf is provided by Act of Assembly.

A. B.,  
Attorney for Libellant.

(20.) *General form of Interrogatories.*

Ellen Hide, Libellant,	}	No. —.
<i>vs.</i>		
John Hide, Respondent.	}	Term, 18—.
		Libel in Divorce.

Interrogatories to be propounded to witnesses, to be produced, sworn, or affirmed, and examined on the part of the above-named libellant.

1. What is your name, age, residence, and profession or occupation?

2. Do you know the parties, libellant and respondent, or either them; if so, how long have you known them or either of them, and when and where and which of them?

3. Were you present at their marriage; if so, when and where did such marriage take place, and by whom were they married, and who were present thereat?

4. State whether the libellant and respondent have lived and cohabitated together as man and wife; if so, where, and how long? State fully, circumstantially, and at large.

5. Do you or do you not know whether the respondent wilfully and maliciously deserted and absented himself from the habitation of the libellant without any, or if any, what reasonable cause; if so,

when and how long persisted in, and whether he continues in such desertion and absence up to this time?

(If the charge be ill-treatment, say: Whether the said respondent has or has not, by cruel and barbarous treatment, endangered the life of the said libellant, and has he or has he not offered such indignities to her person as to render her condition intolerable and her life burdensome, and thereby forced her to withdraw herself from his house and family? If the charge be adultery, say: Whether or no the respondent above named has committed adultery? If so, when, where, and with whom? State the circumstances fully and at large.)

6. If you know of any other matter or thing of advantage to the libellant, state the same fully and at large, as if particularly interrogated thereto.

A. B.,

Attorney for Libellant.

And now, ———, 18—, the above interrogatories filed, and on motion of A. B., Esq., attorney for the libellant, Z. Z., Esq., is appointed examiner.

NOTE.—The interrogatories will be framed to suit the particular case

(21.) *The Return of the Examiner (to be Endorsed on the Commission).*

To the Honorable the Judges of, &c.

The execution of the within commission will appear by the depositions of (insert names of witnesses), hereunto annexed.

Respectfully submitted,

Z. Z.,

Examiner.

(22.) *Notice of the taking of Depositions.*

In the Court of Common Pleas of Blair County.

Ellen Hide, Libellant,	} No. —.	.
<i>vs.</i>		
John Hide, Respondent.	} ——— Term, A. D. 18—.	

(Here insert copy of interrogatories filed.)

SIR: You will please take notice that the above interrogatories, to be addressed to the witnesses to be produced in this case on the part of the libellant, have been filed, and that the said witnesses will be produced and examined before Z. Z., Esq., examiner, appointed by the said Court for that purpose, on the ——— day of



—— next, at —— o'clock, —. M., of that day, at his office in, &c., when and where you may attend, should you think proper.

A. B.,

To

Attorney for Libellant.

John Hide,

The Respondent above named.

(23.) *Depositions.*

Depositions of witnesses produced, sworn, or affirmed and examined on the interrogatories hereto annexed, in the matter of a certain libel in divorce, pending in the Court of Common Pleas of Blair County, wherein Ellen Hide is libellant, and John Hide is respondent, on the part of said libellant taken before Z. Z., examiner, appointed by said Court of Common Pleas at his office, &c., on the —— day of ——, A. D. 18—.

O. O., a witness produced on the part of the libellant, being affirmed in due form of law, declares and says as follows:—

In answer to the first interrogatory, the witness says, &c. (setting out answer).

In answer to the second interrogatory, the witness says, &c. (and so through all the interrogatories).

Examination taken, reduced to  
writing, read to witness, and  
by him subscribed and affirmed  
to at the time and place above  
mentioned, before me,  
Z. Z.,  
Examiner.

O. O.

NOTE.—See letter of instruction to commissioner for information in relation to taking testimony.

(24.) *Decree of Divorce a Vinculo Matrimonii.*

In the Court of Common Pleas of Blair County.

Ellen Hide, Libellant,	}	No. —.
<i>vs.</i>		
John Hide, Respondent.	}	—— Term, 18—.
		Divorce.

And now, ——, 18—, the Court having heard this case, and having fully considered and proceeded to determine the same as to law and justice appertain, do sentence and decree that the said Ellen Hide be divorced and separated from the nuptial ties and bonds of

matrimony heretofore contracted between her, the said Ellen Hide, the libellant, and the said John Hide, the respondent, and that thereupon all and every the duties, rights, and claims accruing to either the said Ellen Hide or the said John Hide, at any time heretofore in pursuance of said marriage, shall cease and determine, and the said Ellen Hide and John Hide shall severally be at liberty to marry again in like manner as if they had never been married, and further the Court do award to the said Ellen Hide against the said John Hide her costs in this behalf expended.

(25.) *Decree of Divorce a Mensa et Thoro.*

In the Court of Common Pleas of Blair County.

Ellen Hide, Libellant,	}	No. —.
<i>vs.</i>		— Term, 18—.
John Hide, Respondent.		Divorce.

And now, —, 18—, the Court having heard this case, and having fully considered and proceeded to determine the same as to law and justice appertain, do grant unto the said Ellen Hide, the libellant, a divorce from the bed and board of the said John Hide, the respondent; and having fully considered the circumstances of the said John Hide, the Court allow to the said Ellen Hide the annual sum of — dollars, her alimony, to be paid by the said John Hide in half-yearly payments of — dollars each, on the first days of — and — in every year, to continue until a reconciliation shall take place between the said Ellen Hide and the said John Hide, or until the said John Hide shall, by his petition or libel, offer to receive and cohabit with the said Ellen Hide again, and use her as a good husband ought to do, and the Court shall thereupon suspend or discharge and annul said decree.

(26.) *Petition to Receive Wife.*

In the Court of Common Pleas of Blair County.

Ellen Hide, Libellant,	}	No. —.
<i>vs.</i>		— Term, 18—.
John Hide, Respondent.		

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The petition or libel of John Hide, the above-named respondent, respectfully represents, that upon the libel and complaint of Ellen Hide, the above-named libellant, this Court, on the — day of

——, made a decree in this behalf, granting the said libellant a divorce from the bed and board of the petitioner, and allowing her the annual sum of —— dollars, to be paid by the petitioner for her alimony. The petitioner now hereby offers to receive the said Ellen Hide, cohabit with her again, and to use her as a good husband ought to do; he therefore prays that the aforesaid sentence and decree may be suspended, or that the Court will discharge and annul the said sentence and decree, in case the said Ellen Hide shall refuse to return and cohabit under the protection of the Court, and he will, &c.

JOHN HIDE.

(Append affidavit of truth of petition.)

*(27.) Order for Citation on above Petition.*

And now, ——, 18—, the within petition read and considered, and the Court direct a citation to issue to Ellen Hide, the libellant, to appear in this Court on the —— day of —— next, and answer the same, and show cause why the decree heretofore made in this case, divorcing her from the bed and board of the said John Hide, should not be suspended, or in case of her refusal to return and cohabit with him under the protection of the Court, why the said decree should not be annulled and discharged.

*(28.) Decree on Appearance and Hearing of Parties.*

And now, ——, 18—, upon the appearance, in answer to the citation issued in this case, of the said Ellen Hide, and the parties hereto having been heard, and the offer of John Hide, the respondent, to receive and cohabit again with the libellant, and use her as a good husband ought to do, being fully considered, and the said Ellen Hide refusing to return and cohabit with the said John Hide under the protection of the Court, the decree in this case made, divorcing the said Ellen Hide from the bed and board of the said John Hide, and allowing her the alimony in said decree specified, is annulled and discharged (or “and the said Ellen Hide not refusing to return and cohabit with the said John Hide under the protection of the Court, the decree in this case made, divorcing the said Ellen Hide from the bed and board of the said John Hide, and allowing her the alimony in said decree specified, is hereby suspended”).

(29.) *Petition to Revive Decree, &c.*

[Stating Case.]

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The petition of Ellen Hide, above named, by her next friend Robert Hall, respectfully represents: That, in the above case, such proceedings were had in this Court, that on the ——— day of ———, A. D. 18—, the petitioner was granted a divorce from the bed and board of the above-named John Hide, her husband, and the annual sum of ——— dollars was allowed her as alimony; that the said John Hide having, by his petition or libel, offered to receive and cohabit again with the petitioner, and use her as a good husband ought to do, and the petitioner not refusing to return and cohabit with the said John Hide, under the protection of the Court, the decree so made as aforesaid, was, by the said Court, on the ——— day of ———, suspended, and, that in pursuance of the said offer of the said John Hide, the petitioner, did, in good faith, return and cohabit with the said John Hide; but that he, for a period of ——— last past, and since her return and cohabitation as aforesaid, has failed to perform his said offers and engagements, and has not used her as a good husband ought to do, but has offered such indignities to her person as to render her condition intolerable and her life burdensome, and thereby forced her again to withdraw from his house and family (or as may be). The petitioner therefore prays that the former sentence made by the Court may be revived and enforced, and the arrears of her alimony ordered to be paid. And she will, &c.

ELLEN HIDE,

By her next friend, ROBERT HALL.

(Append affidavit of truth of petition.)

(30.) *Petition of Libellant for Security for Alimony.*

In the Court of Common Pleas of Blair County.

Ellen Hide, Libellant,	} No. —.
<i>vs.</i>	
John Hide, Respondent.	} ——— Term, 18—.

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The petition of Ellen Hide, the above-named libellant, by her next friend Robert Hall, respectfully represents: That, upon the

—— day of ——, A. D. 18—, a decree was made by this Court in the above-stated action, by which your petitioner was granted a divorce from the bed and board of the said respondent, and allowed the annual sum of —— dollars as alimony, to be paid by the respondent, who was also ordered to pay all the costs in said suit, amounting to the sum of —— dollars; that the said decree was entered in the judgment docket of this Court as provided by Act of Assembly in that behalf, and thereupon became a lien upon the real estate of the said John Hide, respondent; that all the real estate owned by the respondent consists of, &c. (here give description of same), which the petitioner believes is not worth more than —— dollars, and is therefore not sufficient for the full and permanent security for payment of said decree; and that the respondent is possessed of other sufficient estate. The petitioner therefore prays that she may be permitted to offer proof satisfactory to the Court of the truth of the statements in this petition contained, and that the Court will thereupon order and require the respondent to give such security as shall be determined and approved by the Court, for the due and prompt payment of the said alimony according to the terms of the decree in the above stated action. And she will, &c.

ELLEN HIDE,

By her next friend, ROBERT HALL.

(Append affidavit of truth of petition.)

*(31.) Order for Rule on above Petition.*

And now, ——, 18—, the within petition being read and considered, the Court grant a rule on John Hide, respondent, to show cause why he should not give security for the due payment of the alimony allowed to the said Ellen Hide in accordance with the terms of the decree of the Court, made on the —— day of ——, A. D. 18—. Returnable ——, 18—.

*(32.) Order that Respondent enter into Bond as Security for Alimony.*

And now, ——, 18—, the Court having heard the parties on the rule to show cause, &c., granted in this behalf, and being satisfied that the lien on the real estate of said respondent is not sufficient for the full and permanent security for the payment of the alimony allowed to the said Ellen Hide by decree of, &c.; and satisfactory proof having been made that the said respondent is

possessed of sufficient estate, it is ordered, adjudged, and decreed that he enter into bond to the Commonwealth to the use of the said Ellen Hide in the sum of ——— dollars, with sureties to be approved by the Court, conditioned for the due payment to the said Ellen Hide of the annual sum of ——— dollars, in half-yearly payments of ——— dollars each, on the ——— days of ——— and ——— in every year, until a reconciliation shall have taken place between the said Ellen Hide and the said respondent, or until the said respondent shall, by his petition or libel, offer to receive and cohabit again with the said Ellen Hide and use her as a good husband ought to do, and the Court shall thereupon suspend or discharge and annul said decree.

(For Form of Bond, see BONDS.)

## EQUITY.

EQUITY, in its legal sense, is a department of the general system of our laws; one of the great divisions of our jurisprudence. It is described as being a branch of our jurisprudential system, which, although not comprehended in any code, is founded on perfect reason, and directed by certain fixed principles. It is said to have arisen out of the peculiar and unbending severity of the common law, and to have relieved, after having investigated the influences of accidents or frauds, in those cases where a strict interpretation at common law (not regarding such influences) would have produced injustice.

The first settlers of Pennsylvania brought with them the whole body of the English jurisprudence (applicable to, and requisite for their wants and situations), both that which was administered in the Courts of chancery and that which was the guide of the Courts of law. The principles of equity, as well as those of law, flowed in upon them from the parent source; but, in their simple state of society, they found but little occasion for distinguishing the channels. So far as regarded those principles or rules of justice, our jurisprudence was not greatly defective. They were always recognized, and pervaded our system as thoroughly, perhaps, though not in the same manner, as in the English system. The whole theory of that equitable jurisprudence became incorporated with our own code, and its principles circulated through all the channels of our judicial system. They were adopted by us as fully as by any of our sister States in which a regular chancery tribunal exists, and became as binding as those of the common law, although up to the passing of the Act of 1836, we had, for the most part, different modes of administering relief. Equity and law became and still are convertible terms. The power of exercising that jurisdiction, in a limited degree, became blended with the power to administer law under the same forms. It was in consequence of this mode of administering justice that the want of separate equitable modes of procedure was sensibly felt. In order to make the common-law forms of procedure subservient to the purposes of equitable relief, it became necessary to resort to fictions, and accordingly fictions

became, and are still, the substratum of our equity system. Before the Revolution, the means of doing justice, for the time being, were withheld from the existing tribunals; a state of things occasioned by the conflict of opinion, first, between the legislature of the province and the privy council in England, and afterwards between the proprietary or royal governors and the legislature, upon the expediency of establishing a separate chancery tribunal. Since the Revolution these wants have, from time to time, been in some measure supplied; yet, notwithstanding these defects of form were often lamented by our judges, the jurisprudence of the Commonwealth continued to labor under the reproach of inability to do complete and effectual justice, until the promulgation of the Acts of Assembly, commencing with that of 1836, which have established an almost entire equity organization. Brightly's T. & H., vol. i. § 64.

By powers conferred by the Constitution, as well as by numerous Acts of Assembly, the Supreme Court and the several Courts of Common Pleas of this Commonwealth, exercise equitable relief in many and clearly defined cases.

By Act of June 16, 1836, it is enacted that the Supreme Court and the several Courts of Common Pleas should have the jurisdiction and powers of a Court of chancery so far as relates to: 1st. The perpetuation of testimony; 2d. The obtaining of evidences from places not within the State; 3d. The care of the persons and estates of those who are *non compos mentis*; 4th. The control, removal, and discharge of trustees, and the appointment of trustees and the settlement of their accounts; 5th. The supervision and control of all corporations other than those of a municipal character, and unincorporated societies or associations, and partnerships; 6th. The care of trust-moneys and property, and other moneys and property made liable to the control of the said Courts; and in such other cases as the said Courts have heretofore possessed such jurisdiction and powers, under the Constitution and laws of the Commonwealth.

And by Act February 14, 1857, the jurisdiction of the several Courts of Common Pleas throughout the Commonwealth was extended so as to embrace the powers of Courts of chancery (cases theretofore confined to the Courts of Common Pleas of Philadelphia) in all cases relating to: 1st. The discovery of facts material to a just determination of issues, and other questions arising or depending in said Courts; 2d. The determination of rights to property or money claimed by two or more persons, in the hands or possession of a person claiming no right or property therein; 3d. The prevention or restraint of the commission or continuance of acts contrary to law, and prejudicial to the interests of the community, or the right of individuals; 4th. The affording specific relief when a recovery in damages would be an inadequate remedy (and by subsequent Acts to that conferring jurisdiction on the Court of Common Pleas of Philadelphia); 5th. In all cases over which Courts of chancery entertain jurisdiction on the grounds of fraud, accident, mistake, or account, and whether such fraud be actual or constructive; 6th. The same jurisdiction and power in all suits to be brought for the discovery of facts, that is possessed by Courts of chancery; 7th. The perpetuation of testimony in cases of lost and destroyed records of any of the Courts of record of the Commonwealth, the application to be made in the same Court in which the record may be lost or destroyed; 8th. In all cases of dower and partition; 9th. The settlement of disputed claims between parties claiming to be tenants in common of mines; 10th. In suits for the foreclosure of mortgages of railroad, canal, and navigation companies.

In addition to these general equity powers, the Courts of Common Pleas of Phila-

delphia County have, by power conferred by several Acts of Assembly, jurisdiction of suits for the apportionment of wharfage, for the ascertainment and adjustment of disputed boundaries between adjoining owners, and in cases arising under the plank-road law, where the plaintiff shall make oath that the remedy at law is inadequate.

The extension of the remedy by action at law to cases originally within the jurisdiction of equity, particularly within the system adopted in Pennsylvania, of administering equitable relief through the medium of common-law forms, is no bar to the equitable jurisdiction of Courts of the same cause. *Wesley Church v. Moore*, 10 P. S. R. 273. Whether a case may be brought in the chancery form is only a question of form and not of jurisdiction, and the objection is waived, if not made in due season, and must be taken advantage of by demurrer, and not by objection to the jurisdiction of the Court. *Neel v. Neel*, Dist. Court, Allegheny; *Adams v. Beach*, 1 Phila. 99.

The Supreme Court and the several Courts of Common Pleas of this Commonwealth exercise the powers of a Court of chancery according to the practice in equity prescribed by rules adopted by said Supreme Court on May 27, 1865, which, having been promulgated as provided by statute, have the force of law.

For a full disquisition of the present equity jurisdiction and practice of the Courts of this State, see Brightly's *Troubat & Haly*.

But a few forms of bills of complaint are herein given; as the form of each bill must necessarily depend upon the circumstances surrounding each case in which relief is sought, it would be both impossible and impracticable in a work of this character and scope to give any number of general forms.

### (1.) *Bill for Specific Performance.*

In the Court of Common Pleas of Blair County.

In Equity.

Between Charles Landers, Plaintiff,

and

Madison Manning, Defendant.

To the Honorable the Judges of said Court.

Your orator complains and says:—

1. That on, &c., Madison Manning, the above-named defendant [§] was seized in fee simple of the following described real estate, situate, lying, and being in the county of Blair and State of Pennsylvania, to wit (here describe the premises); and being so thereof seized, on the day and year aforesaid, entered into a written agreement with your orator for the sale to him of the hereinbefore described real estate, which said agreement was signed by the said Madison Manning, and your orator, a true and correct copy whereof is to this bill annexed and made part thereof; the substance of which said agreement was as follows: the said Madison Manning



covenanted and agreed for himself, his heirs, executors, and administrators, for the consideration hereinafter mentioned, on or before the —— day of ——, A. D. 18—, to well and sufficiently convey, by a good warranty deed, in fee simple, to your orator, his heirs or assigns, the premises hereinabove described, and in consideration whereof your orator covenanted and agreed to pay said Madison Manning the sum of —— dollars in manner following, to wit[\*]: —— dollars on the delivery of the deed for said premises, and —— dollars on the —— day of ——, A. D. 18—, with legal interest thereon from the day of the date of said agreement.

2. Your orator further avers that he has always been ready to comply with the terms of said agreement on his part to be performed, and that on the —— day of ——, A. D. 18—, being the day as fixed by the hereinbefore mentioned agreement for the delivery of the deed to your orator for the above-described premises by said defendant, your orator tendered to said defendant the said sum of —— dollars, and demanded from him a valid deed for the aforesaid premises, as by his said agreement he was bound to deliver; nevertheless, the said defendant refused either to accept the said sum of —— dollars so as aforesaid tendered by your orator, or to make and deliver a deed for said premises.

3. Your orator further avers that he is, and has been, ready at all times to pay said sum of —— dollars, and perform his part of said agreement, whenever the said defendant shall make and deliver to him a good and sufficient deed for the premises aforesaid.

Wherefore your orator prays:—

First. That a decree be made by your Honorable Court directing the specific performance of the hereinabove-recited agreement, according to the true intent and meaning thereof.

Second. Such other relief in the premises as to your Honor may appear necessary and expedient.

(Verify by affidavit.)

NEFF & HICKS,  
Solicitors for Plff.

(2.) *Another Form of Bill for Specific Performance.*

In the Court of Common Pleas of Blair County.

In Equity.

Between Andrew Sands, Plaintiff,  
and

Henry Holland, Administrator of Madison Manning, deceased,  
Charles Manning, and George Manning, Defendants.

To the Honorable the Judges of said Court.

Your orator complains and says:—

1. That on, &c., Madison Manning, the above named, deceased (as in paragraph 1, in Form next above, from [§] to [\*]), ——— dollars in cash upon the signing and delivery of said agreement, ——— dollars on the ——— day of ———, A. D. 18—, when the deed as provided in said agreement for said premises was to be delivered your orator, and ——— dollars on the ——— day of ———, A. D. 18—.

2. Your orator further avers that he paid to said Madison Manning, the aforesaid sum of ——— dollars in cash upon the signing and delivering of the said agreement, according to the terms thereof, and for which said sum the said Madison Manning gave to your orator a receipt, as by the same, ready here to the Court to be shown, will more fully appear.

3. That on, &c., and before the day, when by the terms of said agreement, a deed for the premises hereinbefore described was by said Madison Manning to be made and delivered to your orator, and the said sum of ——— dollars was to be paid, to wit, on the ——— day of ———, A. D. 18—, the said Madison Manning died intestate without making any provisions for carrying into effect the terms of said agreement, and leaving to survive him two children, Charles Manning and George Manning, both being minors and having no guardian, and that Henry Holland, of said county, was duly granted letters of administration upon the estate of said decedent, and assumed the burden thereof.

4. That your orator, on the ——— day of ———, A. D. 18—, being the day when under the hereinbefore-recited agreement the deed for said premises was to be delivered to your orator upon his paying the said sum of ——— dollars, your orator tendered to the said Henry Holland, as administrator of said Madison Manning, the said sum of ——— dollars, and demanded the delivery of the deed

as provided in said agreement, but the said administrator then alleged and claimed, and does since allege and claim, that he is without power or authority to make and execute the same.

5. That your orator has been in possession of said premises since the day of the date of the execution and delivery of the hereinbefore recited agreement, and has besides paying the said sum of ——— dollars to said decedent in manner aforesaid, expended not less than ——— dollars in improving said real estate, and has otherwise added materially to its value.

Wherefore your orator prays:—

First. That a guardian *ad litem* may be appointed for said infant defendants.

Second. That a decree may be made by this Honorable Court directing the specific performance of the herein and above-recited contract, in accordance with its true intent and meaning.

Third. Such other and further relief in the premises as to your Honors may appear equitable and just.

ALEXANDER & HERR,

(Verify by affidavit.)

Solicitors for Plff.

(3.) *Bill to Enjoin the Negotiation of a Promissory Note.*

In the Court of Common Pleas of Blair County.

In Equity.

Between Jay Creswell, Plaintiff,  
and

H. J. Dotts and Ellen Dotts, Defendants.

To the Honorable the Judges of said Court.

Your orator complains and says:—

First. That, on January 1, A. D. 1885, your orator purchased from H. J. Dotts, one of the above-named defendants, a stock of general merchandise, contained in a certain store-room, occupied by the said H. J. Dotts, situate in the city of Altoona, county of Blair aforesaid, which said merchandise was then and there delivered to your orator, and in consideration of which your orator, at that time executed and delivered to Mrs. Ellen Dotts, one of the above-named defendants, his certain promissory note, drawn to her order and delivered as aforesaid, at the request of the said H. J. Dotts, for two thousand dollars, payable three months from the date aforesaid; that at the same time the defendants made their certain writing wherein they acknowledged to have received the said

promissory note, and agreed and bound themselves to protect the plaintiff in the peaceable possession and enjoyment as well of the store-room aforesaid as the merchandise so as aforesaid purchased, otherwise that the said promissory note should be null and void.

Second. That, on or about the fifteenth day of said January, a writ of attachment was issued from the Court of Common Pleas of Blair County, at the suit of Calvin Chestnut & Co., merchants, of the city of Baltimore, against said H. J. Dotts, under Act of Assembly of March 17, 1869, entitled "An Act relative to fraudulent debtors," by virtue of which said writ of attachment the sheriff of said Blair County attached and seized all the merchandise so as aforesaid purchased by your orator from said H. J. Dotts; and that said writ of attachment was issued for a debt due by said H. J. Dotts to said Calvin Chestnut & Co., being in amount five hundred dollars.

Third. That said H. J. Dotts is insolvent, and your orator is apprehensive, and has reason to believe, that said H. J. Dotts and Ellen Dotts will negotiate and transfer the promissory note in the preceding paragraph mentioned and recited, to third and innocent parties.

To the end therefore that your orator may have such relief as the circumstances of the case require, he prays your Honors:—

First. That said H. J. Dotts and Ellen Dotts, their agents or attorneys, may be restrained by injunction issuing out of this Honorable Court, from negotiating or transferring said note to any person or persons whomsoever.

Second. Such other and further relief as in the premises may to your Honors appear just and equitable.

A. J. RILEY,

(Verify by affidavit.)

Solicitor for Plaintiff.

(4.) *Another Bill to enjoin the Negotiation of a Promissory Note.*

In the Court of Common Pleas of Blair County.

In Equity.

Between William Harsh, Plaintiff,  
and

Thomas Vox, Defendant.

To the Honorable the Judges of said Court.

The complainant alleges as follows, to wit:—

First. That on, &c., at, &c., Thomas Vox, the above-named de-

fendant, sold and delivered to the complainant a horse, and then and there warranted to the complainant that said horse was sound and wholly free from disease; and in consideration thereof the complainant executed and delivered to the said defendant his promissory note of that date for the sum of three hundred dollars, payable in six months after the date thereof.

Second. The complainant further represents that at the time the said defendant sold and delivered the said horse to the complainant, and the warranty so made as aforesaid, and the time of the execution and delivery of the said promissory note to the said defendant, the said horse so warranted to be sound and wholly free from disease as aforesaid, was not sound and wholly free from disease, but on the contrary thereof, the said horse was then and there infected with the malignant disease known as glanders, from which the horse afterwards, to wit, on, &c., died, and was wholly worthless to the complainant, whereby the consideration of the said promissory note wholly failed.

Third. That soon after the execution and delivery of the aforesaid promissory note as aforesaid, and before the maturity of the same, the said defendant became insolvent and so remains, so that the complainant will be unable to collect from him the damage he has sustained by reason of the premises aforesaid; and that a suit at law against the said defendant would be wholly unavailing.

Fourth. That the said defendant still holds the said promissory note, which the complainant has in a friendly manner requested said defendant to cancel and release him from liability in that behalf, or to deliver up to the complainant, which said defendant refuses to do, but is, on the other hand, endeavoring to negotiate the same; and the complainant fears that said defendant will succeed in assigning or negotiating the said note to some *bona fide* purchaser, whereby the complainant will be prevented from having an opportunity to make a proper defence at law, and will be compelled to pay the same.

Fifth. To the end, therefore, that the defendant may be restrained from the negotiation and transfer of said promissory note, and that the complainant may have such other relief as the circumstances require, and to your Honors may seem meet, the complainant humbly prays:—

First. That it may please your Honors to restrain said defendant, his agent, or attorney, by injunction issued out of this Honorable Court, from negotiating or transferring said note.

Second. That such other relief may be granted as to your Honors may appear expedient.

(Verify by affidavit.)

EDWIN M. AMIES,

Plaintiff's Solicitor.

- (5.) *Bill to Restrain an Execution creditor from selling Lands, &c., of Execution Debtor under Judgment confessed in Fraud of Creditors.*

In the Court of Common Pleas of Blair County.

In Equity.

Between Charles Johnson, Eli Hand, and William Howe, trading as Hand & Howe, Mason Marks, and George Thompson, Plaintiffs,  
and

Howard Hunter, William Staum, and George Fay, Sheriff,  
Defendants.

To the Honorable the Judges of said Court.

Your orators, plaintiffs above named, as well for themselves as for such other creditors of Howard Hunter, one of the defendants above named, who may come in and contribute to the expense of this suit, complain and say:—

First. That your orators respectively are creditors of Howard Hunter, one of the above-named defendants, their claims aggregating the sum of five thousand eight hundred and ninety dollars (\$5890.00).

Second. That the said Howard Hunter is a resident of the city of Altoona, in the county of Blair aforesaid, and has been until quite recently, for a number of years past, engaged in the general mercantile business in said city, and was the owner of a large amount of personal property, and still is the owner of real estate situate in said city of Altoona, worth at a fair valuation the sum of ten thousand dollars.

Third. That the said Howard Hunter, one of the defendants above named, confessed judgment in favor of William Staum, another of the above-named defendants, in the Court of Common Pleas of Blair County, to No. 986, January Term, 1885, for the sum of seven thousand five hundred dollars, and your orators are informed and believe and expect to be able to prove that the said judgment is wholly fraudulent and void, and that no valid consideration therefor existed between the said Howard Hunter and the said William Staum.

Fourth. That the said Howard Hunter, one of the defendants

above named, was and still is largely indebted to sundry persons in New York, Philadelphia, Baltimore, and other eastern cities, and that some time prior to the confession of the judgment as recited in the preceding paragraph of this bill, said Howard Hunter visited the cities aforesaid, and obtained from his several creditors in said cities an extension of time for the payment of his indebtedness to them; that he then returned and confessed the judgment as set forth in preceding paragraph in this bill to the said William Staum, before the extension of time so as aforesaid obtained had elapsed, with intent to cover up his real estate, hinder and delay and defraud his creditors, and especially to defraud your orators.

Fifth. That for the purpose of defrauding your orators and other creditors of said Howard Hunter, the said William Staum caused to be issued on his said judgment a writ of *feri facias* to No. 900, March Term, 1885, to which writ was attached the personal waiver of exemption and inquisition, executed by the said Howard Hunter; that said writ was at once placed in the hands of George Fay, Esq., Sheriff of Blair County; that the real estate of said Howard Hunter, by direction of said William Staum, has been levied upon by the said sheriff, and stands advertised to be sold by him under and by virtue of said writ on the fifteenth day of February, A. D. 1885, upon the premises, in the city of Altoona aforesaid, being over two months prior to the time for the regular sheriff sales of real estate, on writs returnable to said term of Court, and before return day of writ, to which said judgment and all proceedings thereon had, your orators beg leave to refer, when the same shall be produced in Court.

Sixth. That for the purpose of defrauding your orators and other creditors, said Howard Hunter, on the same day the said William Staum filed with the Prothonotary of the afore-mentioned Court of Common Pleas his precipe for the writ of *feri facias* mentioned and referred to in the preceding paragraph in this bill, made and executed to the said William Staum a bill of sale of all the personal property of the said Howard Hunter consisting of a large stock of general merchandise, horses, wagons, and other personal property, all which said personal property has since been disposed of by sale or otherwise by the said William Staum to other parties.

Seventh. That for the purpose of delaying, hindering, and defrauding your orators especially, and other creditors, said Howard Hunter caused appeals to be taken in each and every suit brought by your orators before an Alderman, City Recorder, or Justice of

the Peace, and is holding the same without entry in the Court of Common Pleas of Blair County for the purpose of preventing your orators, his said creditors, from obtaining judgments against him until after a sale of his said real estate upon the said writ of *feri facias* so as aforesaid issued by the said William Staum upon said fraudulent judgment.

Eighth. That if the said real estate of the said Howard Hunter is permitted to be sold on the said fifteenth day of February upon said writ of *feri facias* by George Fay, sheriff as aforesaid, it will work an irreparable injury and wrong to your orators and other creditors of the said Howard Hunter, and defraud them of their just and legal rights, as well as of large sums of money.

Wherefore your orators pray :—

First. That an injunction may issue restraining George Fay, sheriff as aforesaid, and William Staum from selling the real estate of said Howard Hunter upon said writ of execution now in the hands of said sheriff.

Second. That defendants may be restrained from doing any act or thing either by means of said judgment, writ of execution, or otherwise, for the purpose of disposing of the real estate or other property of said Howard Hunter, until the validity and consideration of the said judgment confessed to said William Staum by said Howard Hunter is tested and established by law.

Third. That your Honors will grant to your orators such other and further relief as the nature and the circumstances of the case may to your Honors seem necessary and expedient.

GREEVEY & DOYLE,

(Verify by affidavit.)

Solicitors for Plaintiffs.

- (6.) *Bill for the Specific Performance of Contract ; to enjoin the sale or transfer of Real Estate and the collection of the Rents of the same ; for an account of Partnership Dealings ; the appointment of a Receiver, &c.*

In the Court of Common Pleas of Blair County.

In Equity.

Between J. F., and M. S. F. his wife, in right of M. S. F., Plaintiffs,  
and

C. H., Sr., and C. H., Jr., Defendants.

To the Honorable the Judges of the said Court.

Your orators complain and say :—

1. That on or about the first day of August, A. D. 1877, a lot,



piece, or parcel of ground, situate in the city of Altoona, in the county of Blair, and State of Pennsylvania, consisting of, &c., having thereon erected a flouring mill and other buildings, and known as the "Mill Property," was conveyed to M. A. and H. H. by the assignee in bankruptcy, of C. C. It was, at that time, agreed between the said grantees and the said C. H., Sr., one of the defendants, in writing, that the said lot or piece of ground should be sold to the said C. H., Sr., for the sum of \$7700.00; and at the same time, and before the purchase-money was paid by C. H., Sr., to A. & H., an agreement in writing was entered into, between C. H., Sr., of the one part, and M. S. F. and C. H., Jr., of the other part, wherein said C. H., Sr., sold to M. S. F. and C. H., Jr., the said lot or piece of ground, with the appurtenances, for the same price at which C. H., Sr., had purchased the same from A. & H., to wit, \$7700.00. It was furthermore agreed, at this same time, that the flouring mill on the premises should be operated and carried on by J. F. (on behalf of his wife, M. S. F.) and C. H., Jr., as equal partners in the milling business, the said J. F. being an experienced miller, and agreeing to give his time and attention to the business; and that the purchase-money should be paid out of the profits of the business as it was earned by the mill. It was further agreed that the purchase-money, so to be paid out of the earnings of the mill, should be paid to A. & H., and when the profits of the milling business should amount to the purchase-money, that a deed should be made to the said M. S. F. and C. H., Jr., as tenants in common and equal owners, for the said lot or piece of ground; that the said written agreement for the sale to M. S. F. and C. H., Jr., was, some time after it was executed, left in the possession of C. H., Sr., and your orators have never been able to obtain access to it, to get a copy, or get possession of it, although they have frequently called on C. H., Sr., for that purpose, and the said C. H., Sr., has persistently refused to permit your orators to see the said agreement, alleging that the same was lost.

2. M. S. F. and C. H., Jr., went into possession of said mill property on or about the first of August, 1877, in pursuance of the agreement last mentioned, and carried on and conducted the milling business as equal partners up until December, 1879, the said M. S. F. being represented in the business by J. F., her husband, who was a miller by occupation, having been engaged in that business for many years, and who had the chief control and management of the mill, making contracts, buying and selling for the firm, employing

men, and giving his entire time and attention to the business, which was conducted under the firm name of "H. & Co."

Your orators aver that the net profits of the mill, up to the month of July, 1879, above all expenses, as shown by the books of the firm, amounted to the sum of \$8667.00, being more than sufficient to pay the purchase-money of the real estate; that the books were kept by C. H., Jr., and your orators aver and believe that the books were not correctly kept, and the earnings of the mill were considerably more than the amount exhibited by the firm books, and that, on a fair and just settlement, and account between your orators and C. H., Jr., there would be a large balance justly due and owing to your orators, after the payment of the purchase-money as aforesaid, out of the earnings of the mill; that the partnership funds after paying expenses were applied to the payment of said purchase-money, all of which was paid out of the profits of the mill, and all of the remaining profits, after payment of the purchase-money, were appropriated to the use of C. H., Sr., and C. H., Jr.

3. On the ——— day of ———, 1880, a deed was made by M. A. and H. H. to C. H., Sr., for the lot or piece of ground hereinbefore described; and although the said C. H., Sr., was thus invested with the legal title to the said real estate, he holds the undivided one-half thereof in trust for M. S. F., one of your orators, the equitable interest and ownership in said property belonging to her, and the said C. H., Jr., as tenants in common; and the said C. H., Sr., has neglected and refused to convey to the said M. S. F. the undivided half of the same.

4. On or about the 12th day of December, 1879, while your orators were in the possession of said mill property, and carrying on the business with C. H., Jr., as already mentioned, C. H., Sr., and C. H., Jr., together with other persons assisting them, forcibly ejected your orators from the mill, took forcible possession thereof, and of all the machinery, fixtures, and other property connected therewith, and the said C. H., Sr., and C. H., Jr., at the same time, without the knowledge or consent of your orators, published a dissolution of the said partnership, and from that time to the filing of this bill, the said C. H., Sr., and C. H., Jr., have held forcible possession of the said mill, premises, and firm books, and carried on the business under the name of "C. H. & Son," and excluded your orators from all participation in the business, and from all enjoyment of the property, thus depriving M. S. F. of that control over

the business to which she was justly entitled as a partner, and of that possession and enjoyment of the premises, to which she had a just and legal right as equal owner and tenant in common.

5. No settlement has ever been made of the said partnership business.

6. Your orators therefore pray :—

First. That it may be adjudged and decreed, that C. H., Sr., holds the legal title to the said lot or piece of ground and appurtenances, as to the one undivided moiety thereof, in trust for the said M. S. F.

Secondly. That the said C. H., Sr., be ordered and enjoined to execute and deliver to the said M. S. F. a good and sufficient deed, for vesting in her a valid title in fee simple, to an undivided half of the said lot or piece of ground.

Thirdly. That the said C. H., Sr., be enjoined and restrained by the order and injunction of this Honorable Court, from selling, conveying, or in any way encumbering the said real estate, and collecting the rents and profits thereof, or any moneys due the firm of "H. & Co."

Fourthly. That an account be taken of all the copartnership dealings and transactions, from the commencement thereof, and of all moneys received by the said defendants, or either of them, in and about said partnership business, and that there may be a full disclosure and exhibit of all books, papers, agreements, and accounts relating to said transaction, and that said defendants may be decreed to pay to your orators what upon the said accounts shall appear to be due to them.

Fifthly. That your orators be reinstated in the possession of said property, and restored to their rights in the premises.

Sixthly. That a receiver may be appointed to carry on the said partnership business, and collect all moneys due to the said firm, and collect the rents and profits of the real estate, and pay the same as the Court may order.

Seventhly. That your orators may have such other relief in the premises as the nature of the case requires.

NEFF & MERVINE,

(Verify by affidavit.)

Solicitors for Plaintiffs.

- (7.) *Bill for Injunction restraining Defendant from collecting Debts due a Partnership after a Dissolution; for the appointment of a Receiver, and for an account of Partnership Dealings.*

In the Court of Common Pleas of Blair County.

In Equity.

Between Henry Hammers, Plaintiff,

and

Robert Wooton and Samuel Wooton, Defendants.

To the Honorable the Judges of said Court.

Your orator, the plaintiff, alleges as follows, to wit:—

First. That on April 1, A. D. 1880, your orator and Robert Wooton, one of the above-named defendants, entered into a partnership in the borough of Hollidaysburg, in said county of Blair, in the business of merchandising, commission, and forwarding, in which said partnership your orator had one-third interest, and said Robert Wooton had two-thirds interest, the business being done under the firm name of "Wooton & Company."

Second. The business of said firm was successfully carried on until in March of the current year. Your orator and Samuel Wooton, a son of Robert Wooton, and who had been for some time in the employ of the said firm as a clerk, entered into a verbal agreement, with the consent of said Robert Wooton, whereby your orator agreed to sell his interest in the stock of goods, owned by said firm, to said Samuel Wooton, at the cost price thereof, and in consideration whereof said Samuel Wooton agreed to pay to your orator one thousand dollars in hand on the completion of the inventory, and to give him his two promissory notes at six and twelve months, endorsed by said Robert Wooton for such balance as should be made to appear by the inventory.

Third. The inventory of said stock was taken on the first and second days of April, A. D. 1884, and amounted to ten thousand four hundred dollars, but the said Samuel Wooton fraudulently refused to pay your orator the money and give to him the notes according to the agreement in the preceding paragraph recited, and thereupon said Robert Wooton and Samuel Wooton, defendants, collusively and fraudulently seized upon and took possession of said goods, and also upon the books of accounts and papers of the firm of Wooton & Company, as well as the notes, bonds, and other evidences of indebtedness due the said firm, and have ever since

refused to permit your orator to have or exercise any control over the same.

Fourth. That there has never been any settlement of the accounts of said partnership, although your orator has frequently applied to said Robert Wooton, his partner, for a settlement; but, nevertheless, the defendants above named are proceeding, without the consent of your orator, to collect the debts due, and to hold possession of and sell and dispose of the assets of said partnership, and to apply the proceeds thereof to their own use, which they are enabled to do by means of the possession of the said books of accounts, goods, papers, notes, bonds, and other evidences of indebtedness belonging to said firm, which they wrongfully and illegally withhold from your orator.

Wherefore your orator prays:—

First. That the defendants be restrained by the injunction of this Court from collecting the debts due, and from selling the goods and otherwise disposing of the assets and property of the said firm of Wooton & Company.

Second. That a receiver be appointed.

Third. That an account be taken of all of the said partnership dealings and transactions from its commencement.

Fourth. General relief.

SAMUEL S. BLAIR,  
Plaintiff's Solicitor.

(Verify by affidavit.)

(8.) *Bill of Like Character as preceding one.*

In the Court of Common Pleas of Blair County.

In Equity.

Between John Williams, Plaintiff,  
and

Hasson Jones, Defendant.

To the Honorable the Judges of said Court.

The complainant alleges as follows, to wit:—

1. That, on, &c., the complainant and Hasson Jones, defendant above named, entered into copartnership together for the purpose of carrying on a general retail dry goods business at, &c., in said county; and that said copartnership business was carried on under the firm name and style of "Williams & Jones."

2. That the complainant engaged to and did bring into said business the sum of ——— dollars, and was to receive two-thirds of the

profits, and in the same proportion to share the losses in said business; and the said Hasson Jones, defendant above, engaged to and did bring into the said business the sum of ——— dollars, and was to receive one-third of the profits, and was to share one-third of the losses.

3. That the said copartnership business was continued and carried on from, &c., until, &c., when the same was dissolved by mutual consent; that during the continuance of said copartnership business a large amount of goods were sold by said firm on credit to various parties, whose accounts still remain open and unsettled upon the books of said firm, and that a number of promissory notes, due bills, bonds, &c., were received by said firm from various parties which yet remain unpaid.

4. The complainant further gives your Honors to understand that no settlement of said copartnership business has ever been made between the complainant and said defendant, although since the said dissolution the complainant has repeatedly applied to said defendant to come to a final settlement and adjustment with respect thereto.

5. That said defendant has fraudulently, and without the consent of complainant, taken possession of the entire stock of goods, as well as the books, papers, &c., of said firm, and is disposing of said goods at ruinous prices, and has collected a large amount of the accounts due said firm; which moneys so received and collected he, the defendant, is applying to his individual use, and refuses and neglects to apply the same upon the debts of said firm; and that said defendant refuses to permit the complainant to see and inspect said books of account, papers, &c., and wholly refuses to render to the complainant any account of the partnership moneys received by him.

Wherefore the complainant prays, &c. (close as in Form next above).

- (9.) *Bill to declare Illegal an Ordinance extending the Limits of a Borough, and for an Injunction to restrain said Borough from Assessing and Collecting any Tax from Citizens residing within the limits of such extension, &c.*

In the Court of Common Pleas of Blair County.

In Equity.

Between W. W., W. M. L., and R. W., Plaintiffs,  
and

The Borough of Tyrone, S. B., Burgess, and E. W., &c., Town  
Council; J. M., Assessor, and J. F., Collector of Taxes,  
of the Borough of Tyrone, Defendants.

To the Honorable the Judges of said Court.

Your orators, plaintiffs above named, some of them residents, and all of them owners of real estate within that part of the township of Snyder embraced within the limits of the borough of Tyrone, under the proposed illegal extension thereof as hereinafter set forth, as well for themselves as for such other citizens and taxpayers of said Snyder Township, who may contribute to the expense of this suit, complain and say:—

I. The defendants, the Burgess and Town Council of the Borough of Tyrone, in said Blair County, as your orators are informed and believe and so charge, some time in the year, &c., claiming to Act under and in pursuance of an Act of General Assembly, approved April 3, 1851, section thirty, did by an ordinance declare the limits of said Borough of Tyrone to be extended so as to embrace the lands and possessions of your orators, residents of Snyder Township, in said Blair County, and so as to include therein the farming lands of your orators.

II. Although the statute under which the said Burgess and Town Council claim their jurisdiction over the territory covered by their said extension of said Borough limits, requires that there shall be a petition for such extension by not less than twenty freeholders resident in the section lying adjacent to said Borough, yet the said Burgess and Town Council, in violation of said statute, extended the limits of the said Borough, on all sides, so as to embrace sections of Snyder Township aforesaid, including the section wherein your orators reside, without any petition from them, and without any petition from others living in said section, and without having a petition therefrom signed by twenty resident freeholders within any part of the limits of the proposed extension.

III. That the said Burgess and Town Council have assessed the persons residing within the so extended limits of the borough of Tyrone with borough taxes for the year A. D. 18—; and have assessed one of your orators, R. W., with the sum of ——— dollars; and the said J. F., collector of taxes for said borough, has levied on the personal effects of said R. W., and advertised to sell the same on the ——— inst. in satisfaction of said illegal assessment of taxes on lands of said R. W., situate within a section of land in said Snyder Township, adjoining the said borough of Tyrone, over which your orators are advised and believe the said borough authorities have no jurisdiction whatever.

Wherefore your orators pray:—

1. That the said defendants may be restrained by the order and injunction of this Honorable Court, from assessing and collecting any tax for borough or other purposes, from your orators or any of them, for or on account of any property by them or either of them, owned and situate within the limits of said pretended extension of said borough.

2. That the said J. F. be restrained in the same manner from selling the property of said R. W. on his levy for taxes.

3. That the said ordinance, when a copy thereof shall have been furnished by said defendants, shall be declared by your Honors wholly illegal and invalid.

4. That such other and further relief may be granted by your Honors in the premises as may seem just and equitable.

JAMES F. RIDDLE,

(Verify by affidavit.)

Solicitor for Plaintiffs.

(10.) *Bill to Enjoin Defendants from Corrupting a Stream.*

In the Court of Common Pleas of Blair County.

In Equity.

Between A. B., Plaintiff,  
and

C. D. and E. F., trading and doing business as D. & Co., Defendants.  
To the Honorable the Judges of said Court.

The complainant represents to your Honors as follows, to wit:—

First. That he is seized in fee simple of certain real estate, situate in the township of Taylor, in said county of Blair, known as the Upper and Middle Forges, and other buildings, including a number



of dwelling-houses for the use of persons employed by the complainant about said forges.

Second. That a stream of naturally pure water, known as the Roaring Spring Run, flows through the land of complainant on which the said buildings are erected, which has been for more than thirty years past, by the owners of said Forges and by the persons in their service and employment, residing on said stream, within the line of complainant's land, used for culinary and other domestic purposes, and for watering their horses and cattle.

Third. That said defendants have recently built a paper mill immediately adjoining the line of complainant's land above mentioned, in point of fact partly upon complainant's land, at which said defendants use the water of said stream for the purpose of manufacturing paper, and they have hitherto returned the water, so by them used as aforesaid, to the channel of the stream, to such an extent impregnated with chemical preparations and other articles used in the manufacturing of paper that the stream of water as it has been used to flow through the complainant's land, immediately below said mill, is in its whole course through said land corrupted and polluted, and thereby rendered unfit for domestic purposes, and deleterious and noxious to domestic animals, and destructive to the fish which commonly frequented the stream, and has rendered the air in the vicinity of the stream impure and offensive, whereby the complainant will suffer irreparable injury, if the defendants are permitted to continue thus to pollute the stream, as they now do and as they threaten to continue to do.

Wherefore the complainant prays:—

I. That said defendants be restrained by the injunction of this Honorable Court from continuing to corrupt said stream.

II. General relief.

(Verify by affidavit.)

D. S. BRUMBAUGH,  
Solicitor for Plaintiff.

(11.) *Bill for Injunction Restraining Defendants from obstructing or rendering impure a Stream from which a supply of water is drawn for Domestic Purposes.*

In the Court of Common Pleas of Blair County.

In Equity.

Between the Tyrone Gas and Water Company, Plaintiffs,  
and

J. E. D., W. L., and T. L., trading and doing business as  
D. L. & Co., Defendants.

To the Honorable the Judges of said Court.

The plaintiffs complaining show:—

I. That the Tyrone Gas and Water Company was duly incorporated by an Act of Assembly of the Commonwealth of Pennsylvania, approved March 14, 1865, for the purpose of introducing into the borough of Tyrone, in said county, a sufficient supply of gas, and raising and introducing a sufficient supply of good and wholesome water from "Sinking Run" or from some other convenient source, and to more effectually carry into operation the purposes aforesaid, were by said Act of Assembly authorized to purchase and hold in fee simple such real estate as might be necessary therefore; and were also, by said Act, authorized to erect and maintain all proper buildings, cisterns, reservoirs, &c., and to enter upon such streets, lanes, alleys, roads, highways, and bridges as might be necessary to occupy or obtain materials for the construction of said works, and to occupy, ditch, and lay pipes through the same; the same to repair, &c.

II. That in pursuance of said authority they purchased from W. M. L. & Co. the right to tap and use the water of Sinking Run from certain points where said stream passes through the lands of said W. M. L. & Co., and laid down pipes of various sizes at great expense, tapping said Sinking Run at a point where it passes through the lands of said W. M. L. & Co., and about fifteen hundred feet west of the line of said Tyrone Borough; and from the first day of April, A. D. 1870, to the commencement of the grievances committed by the defendants above named and hereinafter recited, had been supplying good and wholesome water to the people of Tyrone Borough through said pipes and from said Sinking Run.

III. That at the time said plaintiffs introduced said pipes into Sinking Run for the purposes aforesaid, and commenced supplying

the people of said Tyrone Borough with water as aforesaid, the water in said run was pure and unpolluted, and in every way fit for domestic purposes; and that neither the defendants nor any other person had a right by prescription or otherwise to use the waters so as to corrupt, pollute, or in any way render the water in said Sinking Run unwholesome or unfit for domestic or other use, and that until the action of said defendants as hereinafter complained of, to wit, in paragraph following, the water in said Sinking Run had been pure and wholesome, and in every way fit for domestic use.

IV. And the plaintiffs aver that, on or about the 1st day of January, A. D. 1884, the water in said Sinking Run became impure, unclean, and unfit for domestic purposes, by reason and on account of the action of said defendants, in continually disturbing and washing the banks and bed of said Sinking Run by increased and unusual artificial flows of water caused by the use of splash dams, which said defendants had erected on the head waters of said Sinking Run for the purpose of driving timber, &c., out of the shallow bed of the stream, as well as by the large quantity of earth loosened on the banks and bed of said Sinking Run from the pitching and plunging of large timber forced down the stream by the floods produced as aforesaid by said defendants, thereby keeping the water in a continuous turbid and riled condition, and rendering it wholly unfit for domestic purposes.

V. The plaintiffs further aver that, by reason of the continuous turbid condition of the water in said Sinking Run, caused by the defendants floating logs, &c., and making artificial floods on said stream so as aforesaid, a large amount of sand and earth is forced into the water pipes of plaintiffs, thereby decreasing the supply of water, and greatly endangering the property of the citizens of said borough in case of fire, on account of the sand and other sediment choking and interfering with the working of the fire plugs and fire apparatus of said borough.

Wherefore the plaintiffs pray relief as follows:—

1st. That the defendants, their lessees, agents, and employés be enjoined and restrained by an injunction issuing out of this Honorable Court, directed to said defendants, from using “splash dams,” or any other device or obstruction, by means of which artificial floods or freshets are produced, and also restraining said defendants from floating logs or timber in said Sinking Run, or doing anything in or about said stream which may render the same turbid, impure, unwholesome, and unfit for domestic use.

2d. Such other and further relief as to your Honors may seem just and equitable.

A. A. STEVENS,  
(Verify by affidavit.) Solicitor for Plaintiffs.

(12.) *Bill of Discovery in Aid of Execution.*

In the Court of Common Pleas of Blair County.

In Equity.

Between James Stone and Henry Stone, trading as  
Stone & Son, Plaintiffs,  
and

James Johnson, Samuel Johnson, and Henry Johnson, Defendants.  
To the Honorable the Judges of said Court.

Your orators complain and say:—

1. That they are creditors of said James Johnson and Samuel Johnson, trading as Johnson & Company, in the city of Altoona, county of Blair aforesaid, and have recovered a judgment against them in the Court of Common Pleas of Blair County for five hundred dollars, to No. 500, January Term, 1885, and which said judgment remains unsatisfied.

2. That your orators are informed and verily believe that the said Johnson & Company, the defendants in said judgment, have real estate wherewith the said judgment may be satisfied.

3. That such real estate has been fraudulently conveyed and transferred by the said Johnson & Company, with intent to prevent the same being made liable for the payment of their debts, whereby your orators are prevented from having execution of their said judgment.

4. That the said Henry Johnson has possession or knowledge of the real estate of the said Johnson & Company, and can make discovery of such facts as will enable your orators to have satisfaction of their said judgment.

Your orators therefore pray:—

1. That your Honors may be pleased to grant an order to the said James Johnson, Samuel Johnson, and Henry Johnson, the above-named defendants directed, commanding them upon their several and respective corporal oaths to answer each and every interrogatories herein propounded and set forth.

2. Such general relief in the premises as to your Honors may appear necessary and expedient.

(Verify by affidavit.)

H. M.,  
Solicitor for Plaintiffs.

*Interrogatories to be filed with above Bill.*

In the Court of Common Pleas of Blair County.

In Equity.

Between, &c. &c. (as in Bill).

Interrogatories to be exhibited to the above-named defendants:—

1. Were you not, prior to November 1, 1884, the holders of the legal title to a certain lot or piece of ground situate in the city of Altoona, county of Blair, and having thereon erected a large frame building occupied by you as a store-room and dwelling?

2. Did you not, on November 1, 1884, make a conveyance to your brother Henry Johnson of said real estate?

3. Were you not largely indebted at the time of this conveyance? Give the amount of your indebtedness, the names of your creditors, and the amounts due each as near as may be.

4. Was not this conveyance to Henry Johnson, made by James Johnson and Samuel Johnson, on account of the indebtedness of the said Johnson & Company? Was it not made to prevent the said real estate from being levied upon and sold by their creditors, or to effect compromises?

5. Was there not some private understanding or agreement prior to or at the time the conveyance was made, that Henry Johnson was to hold said premises from James and Samuel Johnson, or that it was to be reconveyed at some future time? State fully and particularly any understanding or agreement existing between you in reference to the sale of said premises.

6. What was Henry Johnson to pay for said premises; how and when were the payments to be made, and to whom did he pay anything?

7. Does said James Johnson or Samuel Johnson now own in their name or in the name of any one else for them any interest in any real estate? If yea, describe the property, state where the same is situate, and state, also, what interest they or either of them have in the same.

8. Do you know anything further which might be of benefit or advantage to the plaintiffs in this matter? If so, state the same fully as if specially interrogated in reference thereto.

H. M.,

Plaintiff's Solicitor.

NOTE.—James Johnson and Samuel Johnson are required to answer all of above interrogatories; Henry Johnson the 4th, 5th, 6th, 7th, and 8th interrogatory.

(13.) *Bill of Discovery in aid of Execution against a Judgment  
Creditor and Third Person.*

In the Court of Common Pleas of Blair County.

In Equity.

Between Sidney Bartley, Plaintiff,  
and

John Ling and Peter Refner, Defendants.

To the Honorable the Judges of said Court.

Your orators respectfully represent:—

I. That on the nineteenth day of January, A. D. 1885, by the consideration of this Court, he recovered a judgment therein to No. 980, June Term, A. D. 1883, for the sum of eleven hundred dollars, against John Ling, one of the above-named defendants, upon which said judgment a writ of *feri facias*, to No. 82, January Term, A. D. 1885, has been issued, and has been, by the sheriff of said county, returned *nulla bona*, and that the entire amount of said judgment, together with its interest and the costs thereon, yet remains due and unpaid.

II. That at the time of the recovery of said judgment, and your orator verily believes that at the time the said writ of *feri facias* was placed in the hands of said sheriff, the said John Ling was in possession as owner of a large and well-stocked grocery store in the city of Altoona, in said Blair County, and was the possessor also of other personal property, to wit, a double team of horses, wagon, two mules, a number of book accounts, &c.

III. That so soon as the said writ of *feri facias* was so issued as aforesaid, the said John Ling transferred the said stock of groceries, the double team of horses, two mules, wagon, a number of book accounts, &c., to his co-defendant above named, Peter Refner, for the purpose, as your orator alleges, of defrauding your orator by placing said goods and chattels beyond the reach of the said execution; that the said transfer was without value, is illegal, and that no title to the said property passed thereby as against the claims of any *bona fide* creditor of said John Ling.

IV. That the said Peter Refner has, with the assistance of the said John Ling, made such a disposition of the said goods and chattels above named and so transferred to said Peter Refner, by removing and secreting the same, that the said sheriff is unable to make an actual levy upon, or take possession of the same.

V. That by reason as well of the transfer of the aforesaid goods and chattels, so as aforesaid made, as of the removal and secretion of the same, your orator is prevented from having execution of his said judgment.

VI. That the said John Ling is the owner of no other property, real or personal, other than that transferred to said Peter Refner so as aforesaid.

Wherefore your orator prays:—

1. That the said John Ling and Peter Refner, the defendants, may be directed by an order from this Honorable Court to answer under their relative corporal oaths each and every interrogatory propounded and herewith filed.

2. That such further and other relief may be granted in the premises by said Court as may appear just and equitable.

S. M. WOODCOCK,

(Verify by affidavit.)

Plaintiff's Solicitor.

(14.) *Bill of Discovery in aid of Issue at Law.*

In the Court of Common Pleas of Blair County.

In Equity.

Between J. M. P., Plaintiff,

and

A. P., E. P., and P. R., Defendants.

To the Honorable the Judges of said Court.

Your orator complains and says:—

I. That by the consideration of the Court of Common Pleas of Blair County, he, on the 1st day of October, 1882, and to No. 500, July Term, 1882, obtained a judgment against A. P., one of the above-named defendants, for the sum of five thousand dollars.

II. That said A. P. obtained a judgment in the Court aforesaid, on the 2d day of March, 1884, to No. 400, October Term, 1883, against P. R., one of the above-named defendants, for the sum of ten thousand dollars.

III. That your orator caused to be issued upon his judgment aforesaid an attachment in execution against the said A. P., defendant therein, and against P. R., one of the above-named defendants, as garnishee of said A. P., on March 3, 1884, and to No. 890, January Term, 1884, by which the debt of said P. R. to said A. P. was attached by the sheriff of said Blair County, and said P. R. was summoned as garnishee, whereupon an appearance was entered

for said A. P. by J. Horace Smith, Esq., attorney-at-law, and an appearance entered by S. B. Lysinger, Esq., attorney-at-law for said P. R., who, in answer to interrogatories filed, declared that the judgment of the said A. P. was yet due and unpaid; but that said P. R. had been notified that the same was assigned by said A. P. to E. P., and thereupon said P. R. pleaded to said attachment *nulla bona*, which said plea was entered of record on March 30, 1884.

IV. That while said E. P. has not appeared in the said cause to defend for his supposed interest, yet said P. R. defends for him and claims that said assignment vested the title of the judgment so as aforesaid attached in said E. P.

V. Your orator maintains the issue formed in said cause on his part, averring that the said assignment was without consideration, and was intended to hinder him in the collection of his debt, and was fraudulent and void as to the creditors of said A. P.

VI. Your orator further represents that he is informed and believes that said P. R., garnishee as aforesaid, avers that D. P. and E. P. (the latter one of the defendants above named), sons of said A. P., were partners in merchandising in said county of Blair from the year 1870 to the year 1880, doing business under the name of D. & E. P., when they sold their stock of merchandise, &c., to said A. P. for the sum of ten thousand dollars, for which sum said A. P. executed to said firm of D. & E. P. a single bill with warrant of attorney to confess judgment thereon, for said sum one year after the date thereof, and that on April 1, 1881, the said D. & E. P. were found on a settled account to be creditors of said A. P. in the further sum of eight-thousand dollars, for which sum he executed, on said day, to said D. & E. P. another single bill with warrant of attorney to confess judgment one day after the date thereof, although judgment was never entered on either of said bills, and that the assignment so as aforesaid made of the judgment obtained by said A. P. against said P. R. to said E. P. was for the purpose of securing, in part, said E. P., the surviving partner of D. & E. P., and to whom said single bills had been assigned.

VII. Your orator avers that the name of D. & E. P. was a name assumed by said A. P. for the purpose of covering his merchandise from seizure by his creditors; that the business conducted in the name of D. & E. P. was really the business of said A. P., and was merely a device to hinder, delay, and defraud his creditors, as was also the pretended sale of merchandise by said D. & E. P. to said A. P. a mere device to hinder and delay the creditors of D. & E. P.,



and that no sum of money whatever was ever due from said A. P. to D. & E. P., or to either of them.

VIII. That the real estate of said A. P. was sold on the 19th day of March, A. D. 1883, by the sheriff of Blair County, on sundry writs of execution, at which time one E. H. became the purchaser of the following lands, viz:—

A tract of land situate, &c., containing ——— acres. The dwelling-house property of said A. P. situate, &c., for which the sheriff executed a deed to said E. H. And your orator avers that a short time prior to said sale, said A. P. placed in the hands of said E. P. over seven thousand dollars for the purpose of being placed in the hands of said E. H. to be used by him in purchasing the real estate aforesaid; and that the said money was so placed in the hands of said E. H. by said E. P. with the understanding that said property so purchased should be held by said E. H. for the use of E. P. That at the time of said sale, E. P. did pretend to bidders that the said property was to be bought in for the use of said A. P., and requested them not to compete with said E. H. in the bidding, and in consequence thereof bidders were induced to withhold from bidding, and he now claims and pretends that the said property is his own; and your orator avers that the said property was purchased by said E. H. at a price greatly below its value.

IX. Your orator further avers that after the pretended sale by D. & E. P., so as aforesaid made to said A. P., the latter continued in the business of merchandising at several points in said county, to wit, in Tyrone, in Duncansville, and in Williamsburg, under the various names of A. P., D. & E. P., and A. P. & Co., and that the business of each of said firms was the proper business of said A. P., the several names having been adopted from time to time to screen the property from creditors of the respectively named firms.

X. That the books of account of said A. P., D. & E. P., and A. P. & Co., are in the possession and control of said A. P. and E. P., and they are material to your orator to enable him to prosecute his suit, and embracing as they do transactions covering many years, an inspection and examination of them by your orator and his counsel is indispensably necessary to enable them to present the real truth, and to show from them that there was in fact no consideration for the said above recited notes or single bills.

Wherefore your orator prays:—

First. That the defendants be required, on their several corporal oaths, to answer and a full disclosure make of the several matters

aforesaid, in order that your orator may be better able to prosecute his said suit at law; and that the books and papers aforesaid be produced by them, with their answers, for inspection and examination of your orator and his counsel, at such reasonable time and place as will enable him to prepare for trial.

WILLIAM L. PASCOE,

(Verify by affidavit.)

Solicitor for Plaintiff.

(15.) *Another Form of Bill of Discovery in aid of an Issue at Law.*

In the Court of Common Pleas of Blair County.

In Equity.

Between John Smith, Plaintiff,

and

Hector Pond, Defendant.

To the Honorable the Judges of said Court.

The plaintiff above complains and says:—

First. That he has commenced a certain action in ejectment in the Court of Common Pleas of said Blair County, to No., &c., against the above-named Hector Pond as defendant, for the recovery of a certain tract or piece of land situate, &c., and bounded and described as follows, to wit (here describe premises as described in precept for writ), which said tract or piece of land is now in possession of said defendant, who claims to hold the same by virtue of a deed in fee simple to him executed for the same by Charles Morris, late of said county, deceased, bearing date the tenth day of February, A. D. 1882, and recorded in the office for the Recording of Deeds, &c., in and for said Blair County, in Deed Book, Vol. 40, page 400, &c.

Second. The plaintiff avers that, while it is true that the aforesaid deed was executed by said decedent, and delivered by him in his lifetime to said above-named defendant, yet at the same time, and of even date therewith, there was executed by said defendant, and delivered by him to said decedent, a declaration of trust, wherein and whereby said defendant declared that he did not hold the said tract or piece of land in his own right as absolute owner thereof, but in trust for said Charles Morris during his natural life, and after his death to convey the same to the plaintiff herein in fee.

Third. And the plaintiff further avers that he is informed and believes that after the death of said Charles Morris, the said defendant, in some manner to the plaintiff unknown, obtained posses-

sion of the above-recited declaration of trust, which he refuses to produce, and the execution and existence of which he now denies, and now sets up the deed first mentioned as conveying to him an absolute estate in said above-described tract or piece of land without any trust whatsoever.

Fourth. That the said declaration of trust is very material to the plaintiff in the support of his aforesaid action; that the real truth may be presented and that it may be shown therefrom that the defendant above named has no title in said above-described tract or piece of land whatever.

Wherefore the plaintiff prays:—

1. That the defendant above named be required on his corporal oath to answer all and singular the interrogatories filed herewith and to him directed, and a full disclosure make of the premises aforesaid, in order that the plaintiff may be better able to prosecute his said suit at law; and that the aforesaid declaration of trust be produced by him with his answers for inspection and examination by the said plaintiff and his counsel, at such reasonable time and place as will enable him to prepare for trial.

E. H. FLICK,  
Solicitor for Plaintiff.

(Verify by affidavit.)

(16.) *Bill to Perpetuate Testimony of Lost or Destroyed Deeds.*

In the Court of Common Pleas of Blair County.

In Equity.

Between Henry Hudson, Plaintiff,  
and

Samuel Banks, and Ellen his wife, Defendants.

To the Honorable the Judges of said Court.

Your orator, plaintiff above, complains and says:—

First. That one Charles Smith, and Mary his wife, by deed, dated the —— day of, &c., granted and conveyed to your orator in fee simple a certain tract or piece of land situate, &c. (describing the premises with chain of title).

Second. That the deed for the above-described tract or piece of land from the said Samuel Banks, and Ellen his wife, to said Charles Smith, as is in chain of title above fully recited and set forth, was never recorded, and your orator is informed and verily believes the same has been lost, mislaid, or destroyed (or as the case may be),

whereby the title of your orator to said described tract or piece of land hath become and is imperfect and defective.

Third. Your orator further respectfully averring that insomuch as he is unable at present to have the defendants above named examined in chief on any trial at law respecting the matters aforesaid, and as he is entitled to have said defendants examined thereto *in perpetuam rei memoriam*, to the end that their testimony may be perpetuated for the benefit of your orator in any trial of law which at any time may be had in this behalf, he prays:—

First. That the said Samuel Banks and Ellen Banks, be, by the order of this Honorable Court, commanded and directed on their respective corporal oaths to make full, true, direct, and perfect answers to each and every interrogatory propounded by your orator and filed herewith, and that a commission may issue out of this Honorable Court for the examination of said defendants.

Second. That such other and further relief may be granted as in the exigencies of the case may to your Honors appear just and equitable.

W. I. WOODCOCK,  
Solicitor for Plaintiff.

(Verify by affidavit.)

(17.) *Bill to Perpetuate Testimony of Lost Record.*

In the Court of Common Pleas of Blair County.

In Equity.

Between Charles Crandon, Plaintiff,  
and

Elwood Wilhelm, Defendant.

To the Honorable the Judges of said Court.

Your orator, the plaintiff above, complains and says:—

1. That by the consideration of this Honorable Court your orator, on the first day of January, A. D. 1884, obtained a judgment therein to No. 700, October Term, 1883, against the said defendant for the sum of one thousand dollars, for want of an affidavit of defence under the rules of said Court, in a certain action in assumpsit brought to said number and term, and that said judgment and said sum of one thousand dollars with interest and costs, are wholly unsatisfied and unpaid.

2. That the record of said judgment was entered at page 480, Continuance Docket No. 102, which said page has been removed from said Docket, and the record aforesaid has thereby become lost

and destroyed, and the said defendant refuses to have the said judgment replaced on the records of this Court.

3. Wherefore your orator, that he may have the relief necessary and expedient in the premises, and that proof of said record may be made to the end that it may have the same legal operation as the original record would have had, prays your Honors:—

First. That said defendant be, by the order of this Honorable Court, commanded and directed, on his corporal oath, to make full, true, direct, and perfect answers to each and every interrogatory propounded by your orator and filed herewith, and that a commission be issued by your Honors to take the testimony of said defendant in the premises.

Second. That such other and further relief may be granted as in the premises may to your Honors appear just and equitable.

J. HORACE SMITH,

(Verify by affidavit.)

Plaintiff's Solicitor.

(18.) *Bill to restrain by Injunction the Erection of a Hospital or Pest House by Municipal Authorities.*

In the Court of Common Pleas of Blair County.

In Equity.

Between the Township of Logan, P. M. and A. G., Supervisors of said Township, J. H., and B. W., Plaintiffs,  
and

The City of Altoona, G. P., Esq., Mayor, and C. J., &c., members of Common Council of said City, Defendants.

To the Honorable the Judges of said Court.

The plaintiffs above named aver and complain, and pray relief as follows:—

1. The city of Altoona is a municipal corporation within the limits prescribed, and invested with the powers and privileges mentioned and set forth in an Act of Assembly of the Commonwealth of Pennsylvania, entitled "An Act to provide a city government for the borough of Altoona, Blair County," approved April 3, 1867.

2. The said city of Altoona, by virtue and in pursuance of a resolution, or other order of the city council thereof, has, within a few days past, commenced the building of a pest house or hospital for patients afflicted with smallpox and other infectious diseases, on a site outside of the city limits of said city, and within the limits

of the township of Logan in said county, to which hospital the authorities of said city intend and threaten to remove all persons residents of said city, and strangers tarrying therein, who are or may be taken with smallpox or other infectious diseases, to the great discomfort, alarm, and irreparable injury of the citizens of said township, and of all persons passing on or over the public highway near to the site of said hospital, and especially to the discomfort and injury of the said J. H. and B. W., who are owners of property and taxpayers, and reside in said township near to the site of said hospital.

The plaintiffs by reason of the premises pray relief as follows:—

I. That said defendants, their agents and servants, be restrained by injunction issuing from this Honorable Court from the erection of said hospital or pest house, and from causing to be removed thereto any patients afflicted with smallpox or other infectious diseases.

II. General relief.  
(Verify by affidavit.)

S. S. BLAIR,  
Plaintiffs' Solicitor.

(19.) *Bill to Restrain a Party from entering into a Business in which he has for a consideration engaged not to enter.*

In the Court of Common Pleas of Blair County.

In Equity.

Between T. C. R., Plaintiff,  
and  
P. M., Defendant.

To the Honorable the Judges of said Court.

T. C. R., innkeeper, of, &c., in said Blair County, plaintiff, complains and shows—

1. That P. M., the defendant, on, &c., was an innkeeper in, &c., in said county, and kept, for the accommodation of the public, a certain inn or tavern called the "Blank Hotel," which said "hotel," and the two lots of ground on which it is built, were owned by the said defendant. On the, &c., the plaintiff and the defendant entered into an agreement whereby the said defendant agreed to sell the said hotel and the good-will thereof to the plaintiff, and to execute a deed for the same to him, and that he, the said defendant, should never thereafter engage in the keeping of a hotel in the town of, &c., aforesaid, in consideration whereof the plaintiff agreed to pay to the defendant the sum of thirty-five hundred dollars. The

defendant thereupon on the same day executed and delivered to the plaintiff a deed for the premises, and the plaintiff at the same time paid to him the full amount of the consideration—thirty-five hundred dollars.

2. That notwithstanding the promise and agreement of the defendant that he would never thereafter engage in the keeping of a hotel in ——— aforesaid, and in violation of the same, he has, without consent of plaintiff, commenced the business aforesaid and is now engaged in keeping a hotel in the said town, to the great damage of the plaintiff.

Wherefore the plaintiff prays:—

First. That the said defendant may be restrained, by the order and injunction of this Honorable Court, from continuing to engage in the business of keeping a hotel within the limits of the town of ——— aforesaid.

Second. General relief.

FRED. JAEKEL,  
Solicitor for Plaintiff.

(20.) *Bill for Partition by Heirs-at-Law.*

In the Court of Common Pleas of Blair County.

In Equity.

Between Aaron Burns, and Clara his wife, Lemuel Grove, and Dora his wife, and Emma Snelling, widow, all of, &c., Plaintiffs,  
and

Robert Fox, of, &c., and Martha his wife, Defendants.

To the Honorable the Judges of said Court.

Your orators and oratrixes complain and say:—

First. That William Roades, of, &c., deceased, the father of your oratrixes, Clara Burns, Dora Grove, and Emma Snelling, and also of Martha Fox, the wife of Robert Fox, above-named defendant, was, in his lifetime and at the time of his death, seized in fee simple, or of some other good estate of inheritance, to him and his heirs, of and in all that messuage or dwelling-house, &c., and also of and in all that other messuage, &c.; all which messuages, lands, and premises are situate, lying, and being in, &c.; and being so seized, he, the said W. R. did many years since depart this life intestate, leaving S. R., his wife, and your oratrixes and their said sister, M. F., his four daughters, and only children and co-heiresses, him surviving; and upon his death, the said messuages, lands,

hereditaments, and premises descended upon, and came to your oratrixes and the said M. F., as such co-heiresses, subject only to the dower of their said mother, S. R.

Second. And your orators and oratrixes further show, that the said S. R., the widow and relict of the said W. R., departed this life some time in or about the month of, &c., whereupon your oratrixes and the said M. F. became, and have ever since been, and now are seized in fee, of and in the said messuages, lands, hereditaments, and premises, in four equal undivided parts or shares, as tenants in coparcenary.

Third. And your orators and oratrixes further show, that they have frequently applied to, and requested the said defendants to join and concur with your orators and oratrixes in making a fair, just, and equal partition of the said premises between them, in order that their respective shares and proportions thereof might be allotted, held, and enjoyed in severalty; but the said defendants absolutely refuse to comply therewith, pretending that it will not be for the benefit or advantage of either of them to make an actual partition thereof; whereas your orators and oratrixes charge, and so the truth is, that a fair, just, and equal partition of the said hereditaments and premises will tend greatly to the benefit and advantage of your orators and oratrixes, and the said defendants; but they, the said defendants, under divers frivolous pretences, absolutely refuse to join or concur with your orators and oratrixes therein.

Whereupon your orators and oratrixes pray as follows:—

I. That a commission of partition may be issued out of and under the seal of this Honorable Court, to divide and allot the said messuages, lands, hereditaments, and premises in equal fourth parts or shares; and that one full and equal fourth part or share may be allotted and conveyed to each of the said C. B., D. G., E. S., and M. F., their respective heirs and assigns, and that they may severally hold and enjoy their respective allotments of said messuages, lands, hereditaments, and premises in severalty; and that all proper and necessary conveyances and assurances may be executed for carrying such partition into effect.

II. That in case the said messuages, lands, hereditaments, and premises cannot be divided and partitioned without manifest prejudice to the parties interested, that the same may be sold, and the proceeds thereof be distributed between the said C. B., D. G., E. S., and M. F. according to their respective interests.



III. That such other and further relief may be granted in the premises as your Honors may deem just and equitable.

(Verify by affidavit.)

MATHEW CALVIN,  
Solicitor for Plffs.

(21.) *Bill of Widow for Partition.*

In the Court of Common Pleas of Blair County.

In Equity.

Between Sarah Grove, Plaintiff,  
and

Charles Grove and Eli Grove, Defendants.

To the Honorable the Judges of said Court.

The plaintiff, complainant, complains and says:—

I. That she is the widow of Martin Grove, late of the city of Altoona, in said Blair County, deceased, who died intestate on the ——— day of ———, A. D. 18—, leaving to survive him the complainant, his widow, and two sons, viz: Charles Grove and Eli Grove, defendants above named, both of whom are minors and are without a guardian.

II. That at the time of his death the said Martin Grove was seized in fee simple of the following described real estate, situate, lying, and being in the township of Antis in said Blair County, bounded and described as follows, &c.; and that no person or persons other than the complainant and the above-named defendants have any interest in or title to said lands, or any part thereof in possession, remainder, reversion, or otherwise.

III. The complainant further showing that she is desirous of having a partition made of said above-described premises to the end and in order that the respective shares and proportions of those entitled thereto may be allotted, held, and enjoyed in severalty, prays as follows:—

1. That a guardian *ad litem* may be appointed by this Honorable Court for the above-named defendants, minors, Charles Grove and Eli Grove.

2. That a commission of partition may be issued out of and under the seal of this Honorable Court to assign to the complainant her dower in said above-described tract or piece of land, and to divide and allot the residue thereof between the said defendants, their respective heirs and assigns, according to their respective interests therein.

3. That in case a division and partition of the said hereinabove described tract or piece of land cannot be made without manifest prejudice to the parties interested therein, that the same may be sold, and the proceeds thereof distributed between the parties entitled thereto in such manner as is by law provided.

4. General relief.

(Verify by affidavit.)

W. L. HICKS,  
Plaintiff's Solicitor.

## FORMS OF COMMENCEMENT OF ANSWERS TO BILLS.

### (22.) *General Form.*

The answer of A. B., defendant, to bill of complaint of complainants:—

In answer to said bill, I, A. B., do say:—

I. I admit the averment contained in the first paragraph of complainants' bill (or as may be the case).

II. &c., setting out the answer to each averment.

### (23.) *Another Form.*

A. B., the above-named defendant to the bill of complaint of the above-named plaintiff, reserving all exceptions in law or otherwise he may have to the imperfections in plaintiff's bill of complaint contained, answers, as follows.

### (24.) *Title to Answer where One Defendant Answers for the Others.*

The answer of A. B., one of the above-named defendants, who answers as well for himself as for his co-defendants, C. D. and E. F., to the bill of complaint of said complainants.

In answer to said bill, I, A. B., do say:—

I, &c.

### (25.) *Where the Several Defendants Join.*

The joint and several answer of A. B., C. D., and E. F., defendants above named, to the bill of complaint of said complainants.

### (26.) *Where Defendant is an Infant.*

The answer of A. B., an infant under the age of twenty-one years, by C. D., his guardian, defendant above named, to the bill of complaint of E. F., plaintiff therein named.

*(27.) Where Adult and Infant Defendants Join.*

The joint and several answer of A. B., and of C. D. and E. F., infants under the age of twenty-one years, by their guardian, G. H., defendants above named, to the bill of complaint of complainants.

*(28.) Where Defendant is Ignorant as to the Statements contained in Bill.*

The answer of A. B., defendant above named, to bill of complaint of complainants.

In answer to said bill, I, A. B., doth say:—

First. That it may be true for anything he knows to the contrary that, &c., but that he is an utter stranger to all and every such matters, and cannot form any belief concerning the same.

Or—"That he does not know, and has never been informed, save by the said complainants' bill, and cannot set forth as to his belief or otherwise whether, &c."

*(29.) Same Answer of Several Defendants.*

And A. B., C. D., and E. F., defendants above named, do severally say that they or any or either of them to the knowledge or belief of the others or other of them, do not know and have never been informed save by the said complainants' bill, and cannot set forth as to their belief or otherwise whether, &c.

**EXECUTORS AND ADMINISTRATORS.**

AN EXECUTOR is one to whom another man commits by his last will the execution of that will and testament. 2 Blackstone Comm. 503.

A person to whom a testator by his will commits the execution, or putting in force, of that instrument and its codicils.

Generally speaking all persons who are capable of making wills may be executors.

Idiots and lunatics cannot be executors; and an executor who becomes *non compos* may be removed. A drunkard may perform the office of executor, but in some States, as Pennsylvania, there are statutes providing for his removal.

Executors can be appointed only by will or codicil; but the word "executor" need not be used, and the appointment may be constructive.

The appointment of an executor may be absolute, qualified, or conditional. It is absolute when he is constituted certainly, immediately, and without any restriction in regard to the testator's effects or limitation in point of time. It may be qualified as to the time or place wherein, or the subject matters whereon, the office is to be exercised. Thus, a man may be appointed executor, and his term made to begin or

end with the marriage of testator's daughter; or his authority may be limited to the State, as Pennsylvania; or to one class of property, as if A. be made executor of goods and chattels in possession, and B. of choses in action. Finally, an executor may be appointed conditionally, and the condition may be precedent or subsequent. Such is the case when A. is appointed in case B. shall resign.

An executor cannot assign his office. In England, if he dies having proved the will, his own executor becomes also the original testator's executor. But if he dies intestate, an administrator *de bonis non* of the first testator succeeds to the executorship. And an administrator *de bonis non* succeeds to the executorship in both these events, in the United States generally, wherever a trust is annexed to the office of executor.

The will itself is the sole source of an executor's title. Probate is the evidence of that title.

An executor may do, in general, whatever an administrator can. His authority dates from the moment of his testator's death. In the majority of the United States he has power over the real estate only when expressly empowered by the will.

Co-executors are regarded in law as one individual; and hence, in general, the acts of one are the acts of all. Hence the assent of one executor to a legacy is sufficient, and the sale or gift of one is the sale or gift of all. So a payment by or to one is a payment by or to all.

As to an executor's duties —

He must bury the deceased in a manner suitable to the estate left behind. But no unreasonable expenses will be allowed, nor any unnecessary expenses if there is risk of the estate's proving insolvent.

Within a convenient time after the testator's death, he should collect the goods of the deceased, if he can do so peaceably; if resisted, he must apply to the law for redress.

He must prove the will as provided by statute, and take out administration.

He must make an inventory of personal property, and file the same in the Register's Office within thirty days after receiving letters.

He must next collect the goods and chattels, and the claims inventoried, with reasonable diligence. And he is liable for a loss by the insolvency of a debtor, if it results from his gross delay.

He must give notice of his appointment, and should advertise for debts and credits.

He must keep the money of the estate safely, but not mixed with his own. He is also charged when he has unemployed funds or let them lie idle, provided a want of ordinary prudence is proved against him. And generally, interest is to be charged on all money received by an executor and not applied to the use of the estate. But an administrator cannot be charged with interest on money allowed him for commission.

He must pay the debts and legacies in the order required by law.

He must be at all times ready to account to the proper authorities, and must actually file an account within the year prescribed by statute.

AN ADMINISTRATOR is a person authorized to manage and distribute the estate of an intestate, or of a testator who has no executor.

The appointment of the administrator must be lawfully made with his consent, and by an officer having jurisdiction. If an improper administrator be appointed, his acts are not void *ab initio*, but are good, usually, until his power is rescinded by authority. But they are void if a will had been made, and a competent executor

appointed under it. But, in general, anybody can be an administrator who can make a contract.

Persons holding certain relations to the intestate are considered as entitled to an appointment to administer the estate in established order of precedence, as fixed by statute.

The duty of an administrator is in general to do the things set forth in his bond; and for this he is generally obliged to give security. He must publish a notice of his appointment as the law directs, and must render an inventory as required by statute.

He must collect the outstanding claims, and convert property into money. For this purpose he acquires a property in the assets of the intestate. His right is not a personal one, but an incident to his office. He owns all his intestate's personal property from the day of death, and for any cause of action accruing after that day may sue in his own name.

He may declare, as administrator, wherever the money when received will be assets; and he may sue on a judgment once obtained, as if the debt were his own. He may summon supposed debtors or holders of his intestate's property to account, and has the right to an investigation in equity. In equity he may recover fraudulently-conveyed real estate, for the benefit of creditors. He may also bind the estate by arbitration. He may assign notes, &c. Nearly all debts and actions survive to the administrator. But he has no power over the firm's assets, when his intestate is a partner, until the debts are paid. He must pay the intestate's debts in the order prescribed by law.

The liability of an administrator is in general measured by the amount of assets.

An administrator is liable for torts and for gross negligence in managing his intestate's property. This species of misconduct is called in law a *devastavit*. Such is negligence in collecting notes or debts, an unnecessary sale of property at a discount, paying undue funeral expenses, and the like mismanagements. So he may be liable for not laying out assets for the benefit of the estate, or for turning the money to his own profit or advantage. In such cases he is answerable for both principal and interest.

He cannot buy the estate, or any part of it, when sold by a common auctioneer to pay debts, without permission of the Orphans' Court.

An administrator *cum testamento annexo* is one appointed where no executor is named in the will, or where the one named dies, or is incompetent or unwilling to act. Such an administrator must follow the statute rules of distribution, except when otherwise directed by the will.

An administrator *de bonis non* is one appointed when the first administrator dies before having fully administered. The person so appointed has in general the powers of a common administrator.

An administrator *de bonis non cum testamento annexo* is one appointed when an executor dies, leaving a part of the estate unadministered.

An administrator *pendente lite* is one appointed pending the controversy respecting an alleged will or the right of an appointment. (See Bouvr. L. Dict.)

In Pennsylvania, the rights and duties of executors and administrators are thoroughly defined by the several Acts of Assembly upon this subject, principally the Act of March 15, 1832.

(1.) *Renunciation of Right to Administer. Act March 15, 1832.*

To James S. Plummer,

Register of Wills of Blair County, Pennsylvania.

SIR: You are hereby notified that I, Eliza Walker, widow of Aaron Walker, late of the township of Logan, county of Blair, deceased, do hereby renounce all my right to letters of administration upon the estate of the said deceased, and request that the same may be granted to Amos Ake, of said township.

Witness my hand, this first day of January, A. D. 1883.

Witnesses:

EPHRAIM SMITH,

OBADIAH SMOOTH. }

ELIZA WALKER.

(2.) *Letters of Administration. Act March 15, 1832.*

Commonwealth of Pennsylvania,  
Blair County, } ss.

I, James S. Plummer, Register for the Probate of Wills [SEAL.] and Granting Letters of Administration, in and for the county of Blair, in the Commonwealth of Pennsylvania, to Amos Ake, greeting.

Whereas, Aaron Walker, late of said county and State, died intestate (as it is said), having, while he lived and at the time of his decease, divers goods and chattels, rights and credits, within the said Commonwealth, by means whereof, and the laws and usages of this Commonwealth, the disposition and power of granting letters of administration thereof is manifestly known to belong to me. I, therefore, desiring that the goods and chattels, rights and credits, which were of the said deceased, may be well and truly administered, converted, and disposed of according to law, do hereby grant unto you, the said Amos Ake (in whose fidelity in this behalf I very much confide), full power, by the tenor of these presents, well and truly to administer the goods and chattels, rights and credits, which were of the said deceased, within the said Commonwealth, as also to demand, collect, levy, recover, and receive the credits whatsoever of the said deceased, which, at the time of his death, were owing to or did in any way belong to him; and to pay the debts of the said deceased, so far as the said goods and chattels, rights and credits, will extend, according to their rate and order of law; and also diligently and faithfully to regard, and well and

truly to comply with the provisions of the law relating to collateral inheritances, and I do hereby require you, the said Amos Ake, upon your solemn oath (or affirmation), to make a true and perfect inventory and conscionable appraisement of the goods and chattels, rights and credits, which were of the said deceased, and to exhibit the same into the Register's Office, at Hollidaysburg, on or before the second day of February next ensuing; and also that you render a just and true account, calculation, and reckoning of your said administration, upon your solemn oath (or affirmation) on or before the first day of January, in the year of our Lord one thousand eight hundred and eighty-four, and I do by these presents, ordain, constitute, and appoint you, the said Amos Ake, to be administrator of all and singular the goods and chattels, rights and credits, which were of the said deceased within the limits of the aforesaid, saving harmless, and forever indemnifying me and all other officers, and all persons whomsoever against loss or damage by reason of your administration aforesaid.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said office, at Hollidaysburg, this first day of January, A. D. one thousand eight hundred and eighty-three.

JAMES S. PLUMMER,

Register.

(3.) *Letters of Administration Pendente Lite.*

Blair County, ss.

I, James S. Plummer, Esq., Register for the Probate of [SEAL.] Wills and Granting Letters of Administration in and for the county of Blair, in the Commonwealth of Pennsylvania, to Amos Ake, Esq., of the township of Logan, in the county aforesaid, greeting.

Whereas, Aaron Walker, late of the said county of Blair, did, by a certain instrument of writing, purporting to be his last will and testament, bearing date the \_\_\_\_\_ day of \_\_\_\_\_, 18—, appoint the aforesaid Amos Ake executor thereof. And, whereas, at a trial or hearing before the register, held at \_\_\_\_\_, in said county, the \_\_\_\_\_ day of this instant, for the purpose of trying the validity of said instrument of writing, an issue was ordered to be sent into the Court of Common Pleas of said county to try the said fact, which said issue was sent up accordingly, as will appear by the records of the said Court. And now, to wit, \_\_\_\_\_ day of \_\_\_\_\_, 18—, I, James S. Plummer, Register of Wills in and for said county, desiring

that the goods and chattels, rights and credits, of the said Aaron Walker, deceased, may be well and truly administered, converted, and disposed of according to law, during the trial of the said issue, do grant unto you, the said Amos Ake, full power to administer the goods and chattels, rights and credits, which were of the said deceased, within the said Commonwealth, as also to demand, collect, levy, recover, and receive the credits whatsoever of the said deceased, which at the time of his death were owing, or did in any way belong to him, and to pay the debts in which the said deceased stood obliged, so far forth as the said goods, chattels, rights, and credits will extend, according to the rate and order of law; and also to diligently and faithfully regard, and well and truly to comply with the provisions of the law relating to collateral inheritances. And I do hereby require you, the said Amos Ake, upon your solemn oath (or affirmation), to make a true and perfect inventory and conscionable appraisement of the goods and chattels, rights and credits, whereof the said deceased, and to exhibit the same into the Register's Office, at ———, on or before the ——— day of ———, 18—, and that on the termination of the said issue, you will, if required, surrender the said letters into the Register's Office aforesaid; and also that you render a just and true account, calculation, and reckoning of your said administration, upon your solemn oath or affirmation, on or before the ——— day of ———, 18—, or when thereunto legally called or required. And I do by these presents ordain, constitute, and depute you, the said Amos Ake, administrator of all and singular the goods and chattels, rights and credits, which were of the said deceased, within the limits aforesaid, pending the litigation aforesaid, saving harmless, and forever indemnifying me, and all other officers and persons whomsoever, against loss or damage by reason of your administration aforesaid.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said office at ———, this ——— day of ———, A. D. one thousand eight hundred and ———.

JAMES S. PLUMMER,

Register.



(4.) *Letters of Administration de bonis non.* Act March 15, 1832.  
Commonwealth of Pennsylvania, }  
Blair County; } ss.

I, James Plummer, Register for the Probate of Wills  
[SEAL.] and granting Letters of Administration, in and for the  
county of Blair, in the Commonwealth of Pennsylvania,  
to Clarence Clyde of the township of Logan, in the county of Blair,  
greeting.

Whereas, Abraham Lingenfelter, late Register for the Probate of  
Wills and Granting Letters of Administration in and for said county,  
did on the tenth day of July, 1875, duly appoint Harrison Harris,  
of the county aforesaid, administrator of all and singular the  
goods, chattels, rights, and credits, which were of Lemuel Lemon,  
late of said county, deceased, and the said Lemuel Lemon, having  
rendered his account upon the estate of the said deceased to the  
Orphans' Court of the county aforesaid, on the first day of  
October, 1884, and the said Court, upon due consideration thereof,  
having accepted and confirmed the same, was, upon his application,  
made for that purpose, dismissed; and exonerated by the same  
Court from the further duties of his said appointment.

Now know ye that I, James S. Plummer, Register for the Pro-  
bate of Wills and Granting Letters of Administration in and for  
said county, desiring that the remainder of the goods and chattels,  
rights, and credits of the said deceased may be well and truly  
administered, converted and disposed of agreeably to the laws and  
usages of this Commonwealth, do hereby grant unto you, the said  
Clarence Clyde (in whose fidelity in this behalf I very much con-  
fide), full power, by the tenor of these presents, to administer the  
goods and chattels, rights and credits of the said deceased, which  
remain unadministered within the said Commonwealth; as also to  
demand, collect, levy, recover, and receive all the credits whatso-  
ever of the said deceased, which remain yet unpaid; and to pay  
the debts in which the said deceased stood obliged, so far forth as  
the said goods and chattels will extend, according to the rate and  
order of law; and in all other respects to well and truly administer  
the goods and chattels, rights and credits of said deceased; and a  
just and true account and reckoning make of the said estate, accord-  
ing to law; also to diligently and faithfully regard, and well and  
truly to comply with the provisions of the law relating to collateral  
inheritances, &c., and I do by these presents ordain, constitute, and

appoint you, the said Clarence Clyde, administrator as aforesaid, within the limits aforesaid, saving harmless, and forever indemnifying me and all other officers and persons whomsoever against loss or damage by reason of your administration aforesaid.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said office, at Hollidaysburg, this second day of January, A. D. one thousand eight hundred and eighty-four.

JAMES S. PLUMMER,  
Register.

(5.) *Letters of Administration with Will annexed.*  
*Act March 15, 1832.*

Commonwealth of Pennsylvania,  
County of Blair, } ss.

To Clarence Clyde, greeting.

I, James S. Plummer, Register for the Probate of Wills  
[SEAL.] and granting Letters of Administration in and for said  
county, do make known to all men.

That, whereas, on the first day of October, A. D. 1884, before me the Register aforesaid, was proved and approved in due form of law, the last will and testament of Lemuel Lemon, late of the city of Altoona, in the county aforesaid, deceased, wherein Joseph Able was appointed executor but who afterward failed to act, as in and by the said will and records filed in the Register's Office at Hollidaysburg, will more fully appear. And the said Lemuel Lemon, having while he lived and at the time of his death divers goods and chattels, rights and credits within the said Commonwealth, by means whereof, and the laws and usages of this Commonwealth, the power of granting letters of administration thereof is vested in me. I, therefore, in order that the goods and chattels, rights and credits, which were of the said deceased, may be well and truly administered, converted, and disposed of according to his last will, do grant unto you, the said Clarence Clyde, full power to administer the goods and chattels, rights and credits of said decedent, which at the time of his death were to him owing or did in any wise belong, and to pay the debts of the deceased, so far as the said goods and chattels, rights and credits will extend, according to their rate and order of law, and I do hereby require you, the said Clarence Clyde, upon your solemn oath, in all other respects, well and truly to administer the goods and chattels, rights and credits of said dece-

dent, according to law, and also diligently and faithfully to regard, and well and truly to comply with the provisions of the law relating to collateral inheritances, and I do by these presents ordain, constitute, and depute you, the said Clarence Clyde, administrator of all and singular the goods and chattels, rights and credits, which were of the said deceased, to and for the use and for the purposes mentioned in the said will, a true copy whereof is to these presents annexed, saving harmless, and forever indemnifying me and all other officers and persons against loss or damage, by reason of your administration aforesaid.

In testimony whereof, I have caused the seal of the Register's Office of the said county to be hereunto affixed, dated at Hollidaysburg, the first day of January, A. D. 1885.

JAMES S. PLUMMER,  
Register.

(6.) *Letters Testamentary. Act March 15, 1832.*

Blair County, ss.

By the tenor of these presents, I, James S. Plummer, [SEAL.] Register for the Probate of Wills and granting Letters of Administration in and for the county of Blair, in the Commonwealth of Pennsylvania, do make known unto all men, that on the day of the date hereof, at Hollidaysburg, before me was proved and approved the last will and testament of Hadon Marks, late of the city of Altoona, county aforesaid, deceased (a true copy whereof is to these presents annexed), having whilst he lived at the time of his death, divers goods, chattels, rights, and credits within the said Commonwealth, by reason whereof, and by the laws and customs of said Commonwealth, the approbation and insinuation of the said last will and testament, and the committing the administration of all and singular the goods, chattels, rights, and credits which were of the said deceased, and also the auditing the accounts, calculations, and reckonings of the said administration, and the absolute care of the same, to me are manifestly known to belong, and that administration of all and singular the goods, chattels, rights, and credits of the said deceased any way concerning his last will and testament was committed to William Wallace of said city of Altoona, in the said last will and testament named, he having first been duly sworn well and truly to administer the goods, chattels, rights, and credits of the said deceased, and make a true and perfect inventory thereof, and exhibit the same in the

Register's Office at Hollidaysburg aforesaid, on or before the ——— day of ——— next, and to render a true and just account, calculation, and reckoning of his said administration, on or before the ——— day of ———, A. D. eighteen hundred and eighty ———, or when thereto lawfully required; and also to diligently and faithfully regard and well and truly comply with the provisions of the Acts relating to collateral inheritance.

In testimony whereof, I have hereunto set my hand and caused the seal of said office to be hereunto affixed, dated at Hollidaysburg, the ——— day of ———, A. D. one thousand eight hundred and eighty ———.

J. S. PLUMMER,  
Register.

(7.) *Proof of Decedent's Death. Act March 15, 1874.*

Blair County, ss.

Personally, before me, the Register for the Probate of Wills and granting Letters of Administration in and for the county of Blair, appeared Amos Ake, who, being duly sworn according to law, does depose and say that Aaron Walker died at his residence in the township of Logan, in said county, on the twentieth day of December, A. D. 1882, at or about four o'clock P. M., and further saith not.

AMOS AKE.

Sworn and subscribed before me, the 1st day of January, A. D. 1883.

JAMES S. PLUMMER,  
Register.

(8.) *Proof of Execution of Will. Act April 8, 1833.*

Blair County, ss.

This ——— day of ———, A. D. 18—, before me, James S. Plummer, Register for the Probate of Wills and granting Letters of Administration in and for the county of Blair, personally came A. B. and C. D., the subscribing witnesses to the above will, and being duly sworn according to law, did depose and say they were personally present, and saw and heard E. F., the testator, sign, seal, publish, pronounce, and declare the foregoing instrument of writing as and for his testament and last will, that they signed their names in the presence and at the request of the said testator, and in the presence of each other, and that at the time of so doing he, the

said testator, was of perfect and sound mind, memory, and understanding, to the best of their knowledge and belief.

A. B.,

C. D.

Sworn and subscribed before me, the day and year aforesaid.

JAMES S. PLUMMER,

Register.

(9.) *Oath of Executor. Act March 15, 1832.*

Blair County, ss.

Before me, the Register for the Probate of Wills and granting Letters of Administration in and for the county of Blair, personally came H. H., of ———, who being duly sworn does depose and say that, as executor of the last will and testament of E. F., deceased, he will well and truly administer the goods and chattels, rights and credits of said deceased according to law. And also will diligently comply with the provisions of the law relating to collateral inheritances. Also, that the estate and effects, real and personal, for or in respect of which the above Probate is applied for does not in value exceed the sum of ——— dollars, to the best of his knowledge and belief.

H. H.

Sworn and subscribed before me, this ——— day of ———  
A. D. 18—.

JAMES S. PLUMMER,

Register.

(10.) *Caveat against granting Letters of Administration.*  
*Act March 15, 1832.*

To James S. Plummer, Esq., Register of Wills for the county of Blair.

You are hereby notified not to grant letters of administration upon the estate of John Doe, late of the city of Altoona, in said county, deceased, to ——— (or to any person whomsoever), without first giving me notice as a party interested in the estate of the said decedent.

Yours, &c.,

April 1, 1885.

WILLIAM DOE.

(11.) *Caveat against the Probate of a Will. Act March 15, 1832.*

To James S. Plummer, Esq., Register of Wills for the county of Blair.

You are hereby notified not to probate any instrument or writing as or alleged to be the last will and testament of John Doe, late of

the city of Altoona, in said county, deceased, without first giving me notice as a party interested in the estate of the said decedent.

April 1, 1885.

Yours, &c.,

WILLIAM DOE.

(12.) *Certificate of Appointment of Administrator.*

Blair County, ss.

I, James S. Plummer, Register for the Probate of Wills [SEAL.] and granting Letters of Administration in and for the county of Blair, in the Commonwealth of Pennsylvania, do hereby certify and make known that, on the ——— day of ———, in the year of our Lord one thousand eight hundred and ———, letters of administration on the estate of C. D., deceased, were granted unto A. B., he having first given security well and truly to administer the same.

Given under my hand and seal of office, this ——— day of ———, in the year of our Lord one thousand eight hundred and ———.

JAMES S. PLUMMER,

Register.

(13.) *Certificate of Appointment of Executor.*

Blair County, ss.

I, James S. Plummer, Register for the Probate of Wills [SEAL.] and granting Letters of Administration in and for the county of Blair, in the Commonwealth of Pennsylvania, do hereby certify and make known that on the ——— day of ———, in the year of our Lord one thousand eight hundred and ———, letters testamentary on the estate of C. D. were granted unto A. B., he having first sworn (or affirmed) well and truly to administer the same.

Given under my hand and seal of office, this ——— day of ———, in the year of our Lord one thousand eight hundred and ———.

JAMES S. PLUMMER,

Register.

(For Form of Bond of Administrator, see BONDS.)

(14.) *Notice to Debtors and Creditors.*

Notice is hereby given that letters of administration (or letters testamentary) on the estate of Aaron Walker, late of the township of Logan, county of Blair, and State of Pennsylvania, deceased, have been granted to Amos Ake, resident of said township, to

whom all persons indebted to said estate are requested to make payment, and those having claims or demands will make known the same without delay.

AMOS AKE,  
Administrator (or Executor).

(15.) *Inventory and Appraisement with Affidavit of Appraisers.*  
*Act March 15, 1832.*

Blair County, ss.

John Jones and Peter Smith, being duly sworn, say that they will well and truly, and without prejudice or partiality, value and appraise the goods, chattels, and credits which were of Aaron Walker, late of the township of Logan, county aforesaid, deceased, and in all respects perform their duty as appraisers to the best of their skill and judgment.

JOHN JONES,  
PETER SMITH.

Subscribed and sworn to before me, this ——— day of ———,  
A. D. 18—.

JAMES S. PLUMMER,  
Register.

*Inventory of all the Goods, Chattels, and Credits of the above-named Decedent.*

Three cows . . . . .	\$90 00
One horse . . . . .	150 00
Lot of hay . . . . .	50 00
Lot of fodder . . . . .	25 00
Lot of straw . . . . .	20 00
1 dozen chairs . . . . .	30 00
5 beds and bedding . . . . .	125 00
5 carpets . . . . .	120 00
Kitchen furniture . . . . .	50 00
3 stoves . . . . .	45 00
Promissory note of John White . . . . .	300 00
Due bill of George Black . . . . .	300 00
Judgment bond of Jacob Brown . . . . .	500 00
10 shares stock, First National Bank of	
Altoona . . . . .	1000 00
Cash . . . . .	100 00

\$2905 00

Taken and appraised by us, this ——— day of ———, A. D. 18—.

JOHN JONES,  
PETER SMITH.

(16.) *Notice of Widow for Appraisers, &c. Act April 9, 1849;  
April 14, 1851; April 8, 1859.*

To Amos Ake, administrator, &c. (or executor, &c.), of Aaron Walker, late of the township of Logan, county of Blair, deceased.

Notice is hereby given you that I, widow of the above-named decedent, desire to retain personal property of the said deceased to the value of three hundred dollars, and request that such as I may choose to that amount may be appraised and set apart according to Act of Assembly in that behalf.

ELIZA WALKER.

(17.) *Inventory and Appraisement (with Affidavit of Appraisers)  
of Widow's Election.*

County of Blair, ss.

John Jones and Peter Smith, appraisers of the personal property of Aaron Walker, late of the township of Logan, county aforesaid, deceased, being duly sworn, say that they will well and truly appraise and set apart such property of the said decedent to the value of three hundred dollars, elected to be retained by Eliza Walker, widow of said deceased, for the use of herself and family.

JOHN JONES,  
PETER SMITH.

Sworn and subscribed to before me, this \_\_\_\_\_ day of \_\_\_\_\_,  
A. D. 18—.

WILLIAM THOMPSON,  
Justice of the Peace.

Inventory and appraisement of the estate of above-named Aaron Walker, deceased, elected to be retained by Eliza Walker, widow of said deceased.

One cow . . . . .	\$30 00
One dozen chairs . . . . .	30 00
Two beds and bedding . . . . .	50 00
Two carpets . . . . .	50 00
Kitchen furniture . . . . .	25 00
One stove . . . . .	15 00
Cash . . . . .	100 00
	<hr/>
	\$300 00

Appraised and set apart, \_\_\_\_\_, 18—. . . JOHN JONES,  
PETER SMITH.



I, Eliza Walker, widow of Aaron Walker, deceased, do elect to retain for the use of myself and family the personal property set out in the forgoing inventory and appraisement.

———, 18—.

ELIZA WALKER.

NOTE.—In case the entire personal estate of the deceased has been exhausted by the widow's election, a certificate of that fact, as a reason for filing no general inventory, must be filed.

(18.) *Petition to Orphans' Court for the Appointment of Appraisers where an Estate does not exceed in Value Three Hundred Dollars. Act June 4, 1883.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of the undersigned respectfully represents: That, on the —— day of ——, 18—, Henry Hadon, of the township of Antis, and county of Blair, died intestate, leaving to survive him a widow, your petitioner, and two children, John Hadon and Mary Hadon (or as may be), and that the estate of the said deceased does not exceed in value three hundred dollars.

Your petitioner therefore prays the Court for the appointment of two appraisers, who may appraise and set aside any property of said decedent selected by your petitioner to the full value now allowed by law for the use and benefit of the petitioner, widow as aforesaid, and her family. And she will, &c.

MARY HADON.

(Append affidavit of truth of petition.)

(19.) *Order of Court on above Petition.*

Now, ——, A. D. 18—, the within petition read and considered, and the Court appoint John Jones and Peter Smith as appraisers in compliance therewith; and they are ordered to appraise and set aside any property of said decedent, selected by the petitioner, widow, &c., in the same manner and with the same effect as if letters testamentary or of administration had issued and the appraisers been selected in the usual way.

NOTE.—Form No. 17 will furnish a sufficient guide under the above petition and order. The return of the appraisers may be accompanied by a certificate in form as next following.

(20.) *Return and Certificate of Appraisers appointed under the above Order.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The undersigned, appraisers of the personal estate of Henry Hadon, late of the township of Antis, county of Blair, deceased, appointed by virtue of the annexed order of this Court for that purpose, do respectfully certify: That, after having been severally duly sworn to well and truly appraise such personal property of the said deceased to the value of three hundred dollars, elected to be retained by Mary Hadon, widow of the said deceased, for the use of herself and family, they made the appraisement of the said personal property as exhibited in the schedule to this return annexed.

JOHN JONES,  
PETER SMITH.

(21.) *Notice by Widow (Administratrix) of her Election to retain Real Estate. Act April 9, 1849; April 14, 1851; April 8, 1859.*

I, Eliza Walker, widow (and administratrix) of Aaron Walker, late of the township of Logan, county of Blair, deceased, having elected to retain real estate, late the property of the said Aaron Walker, deceased, to the value of three hundred dollars, for the use of myself and family, do request John Jones and Peter Smith, the appraisers of the personal estate of the said deceased, to appraise and set apart the same according to law.

ELIZA WALKER.

(22.) *Notice by Widow to Executor (or Administrator) of her Election to retain Real Estate.*

To Amos Ake, executor, &c. (or administrator, &c.), of Aaron Walker, late of the township of Logan, county of Blair, deceased.

I, Eliza Walker, widow of the said Aaron Walker, do hereby notify you that I elect to retain real estate, late the property of the said Aaron Walker, deceased, to the value of three hundred dollars, and request you to cause the same to be appraised and set apart according to law.

ELIZA WALKER.

(23.) *Affidavit of Appraisers.*

Blair County, ss.

John Jones and Peter Smith, being duly sworn, say that they will well and truly, and without partiality, determine whether in their opinion the real estate of said deceased can be divided, so as to set apart real estate to the value of three hundred dollars for the use of Eliza Walker, widow of said deceased, and her family, without injury to or spoiling the whole, and if so, that they will set apart so much as in their opinion shall be sufficient to answer the requirement of the said widow, and in all respects perform their duty according to law.

JOHN JONES,  
PETER SMITH.

Sworn and subscribed to before me, this ——— day of ———,  
A. D. 18—.

THOMAS TRADDLES,  
Justice of the Peace.

(24.) *Return of Appraisers where Real Estate of Decedent is worth not over Three Hundred Dollars. Act April 9, 1849; April 14, 1851; April 8, 1859.*

To the Honorable, &amp;c.

The undersigned, appraisers of the personal estate of, &c., late, &c., hereby certify: That, after having been severally duly sworn, they went upon and viewed the real estate of the said deceased, which consists of a certain lot of ground (or as may be) situate, &c. (here fully describe the same), and they are of the opinion that the same is of the value of three hundred dollars, and no more; and they have therefore set apart the same for the use of Eliza Walker, widow of said deceased, and her family.

Witness our hands, &amp;c.

JOHN JONES, [SEAL]  
PETER SMITH. [SEAL]

(25.) *Return by Appraisers of Division.*

To the Honorable, &amp;c.

We, the undersigned, appraisers of the personal estate of, &c., late, &c., hereby certify: That, after having been severally duly sworn, we went upon and viewed the real estate of the said deceased, the same being of a greater value than three hundred dollars, and have determined that it can be divided without injury

to or spoiling the whole; and we have therefore set apart so much thereof as in our opinion is of the value of three hundred dollars, and no more, and have designated the same by metes and bounds as follows, viz. (here fully describe the same), containing, &c., with the appurtenances.

Witness, &c.

(26.) *Return where Division is not Made.*

To the Honorable, &c.

We, the undersigned appraisers of the personal estate of, &c., late, &c., hereby certify: That, after having been severally duly sworn, we went upon and viewed the real estate of the said deceased, the same being of greater value than three hundred dollars, and have determined that the same could not be divided without injury to or spoiling the whole.

Witness, &c.

(27.) *Return where Value of Land is under Six Hundred Dollars. Act November 27, 1865.*

To the Honorable, &c.

We, the undersigned, appraisers of the personal estate of, &c., late, &c., hereby certify: That, after having been severally duly sworn, we went upon and viewed the real estate of the said deceased, which consists of, &c. (as may be, describing it briefly), and have determined that it cannot be divided without prejudice to or spoiling the whole, and do appraise and value the same at the sum of six hundred dollars.

Witness, &c.

(28.) *Decree of Court under Returns (Nos. 24 and 25) above.*

In the Orphans' Court of Blair County.

In the matter of the estate of Aaron Walker, late of Logan Township, deceased.

Now, ———, A. D. 18—, by the return of the appraisers of the personal estate of the said deceased, it appearing that they have entered upon and viewed the real estate of the said deceased [if in the case where the real estate is worth not over three hundred dollars, say, "which consists of a certain lot or piece of ground situate, &c. (describing it); that, in the opinion of the said ap-

praisers, the same is of the value of three hundred dollars and no more," and if in the case where lands are divided, say, "and that a certain portion of the same, designated by metes and bounds, as follows, viz. (describing it), containing, &c., with the appurtenances, being so much of the estate of the said Aaron Walker, deceased, as is in the opinion of the said appraisers of the value of three hundred dollars and no more"], and that they have appraised and set apart the same for the use of Eliza Walker, widow of the said deceased, and her family, she having elected to retain the same for such use; the Court do thereupon order, adjudge, and decree the same to the said Eliza Walker, widow of the said Aaron Walker, for the use of herself and family.

(29.) *Notice by Widow of her Election to take both Personal and Real Estate. Act April 14, 1851; April 8, 1859.*

Notice is hereby given that I, Eliza Walker, widow of Aaron Walker, late of the township of Logan, county of Blair, deceased, do elect to retain personal property of the said deceased, to the value of twenty-five dollars, and real property belonging to the estate of the said deceased, to the value of two hundred and seventy-five dollars for the use of myself and family; and I desire that the same may be appraised and set apart according to law.

ELIZA WALKER.

(30.) *Affidavit of Appraisers.*

Blair County, ss.

John Jones and Peter Smith, appraisers of the personal estate of Aaron Walker, late of the township of Logan, county of Blair, deceased, being severally duly sworn, say that they will well and truly appraise and set apart such personal property of the said deceased to the value of twenty-five dollars as may be elected to be retained by Eliza Walker, widow of the said deceased, for the use of herself and family; and that they will well and truly, and without prejudice or partiality, determine whether in their opinion the real estate of the said deceased can be divided so as to set apart so much thereof to the value of two hundred and seventy-five dollars for the use of the said Eliza Walker and her family without injury to or spoiling the whole; and if so that they will set apart so much of the said real estate as in their opinion shall be sufficient to

answer the requirement of the said widow, and in all respects perform their duty as appraisers according to law.

JOHN JONES,  
PETER SMITH.

Sworn and subscribed to before me, this ——— day of ———,  
A. D. 18—.

THOMAS TRADDLES,  
Justice of the Peace.

NOTE.—For Form of Inventory and Appraisement and Widow's Acceptance thereof, see Form No. 17.

(31.) *Return of Appraisers.*

To the Honorable, &c.

We, the undersigned, appraisers of the personal estate of, &c., late, &c., hereby certify: That, having been severally duly sworn, we appraised and set apart the personal property of the said deceased, elected to be retained by Eliza Walker, widow of said deceased, to the value of twenty-five dollars as appears by a schedule hereunto annexed; and that we went upon and viewed the real estate of the said deceased, which consists of a certain lot of ground, &c. (or as may be, describing the same), and we are of the opinion that the same is of the value of two hundred and seventy-five dollars, and no more; and we have therefore set apart the same for the use of Eliza Walker, widow of said deceased, and her family (or as may be).

Witness our hands, &c.

JOHN JONES, [SEAL.]  
PETER SMITH. [SEAL.]

(32.) *Petition for Sale or Mortgage of Real Estate for the Payment of Debts, &c. Act March 29, 1832; February 24, 1834.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Amos Ake, executor (or administrator) of Aaron Walker, late of the township of Logan, in said county, deceased, respectfully sheweth: That the said Aaron Walker died on or about the ——— day of ———, one thousand eight hundred and ———, intestate (or testate), leaving to survive him a widow, Eliza Walker, and two minor children, Samuel Walker and Edward Walker, having for their guardian William Thompson. That the said decedent died seized of and in certain real estate [§] situate in said county, a description of which is hereunto annexed; that the personal estate

of said decedent is not sufficient for the payment of his debts (and the education and maintenance of his minor children, or as may be), as appears by an inventory and appraisement of all the personal estate of said decedent exhibited in the office of the Register of said county, and by his certificate set forth herein.

Your petitioner therefore prays the Court to order a sale (or mortgage) of such part, or so much thereof of the said real estate as shall appear necessary for the payment of the debts (and education and maintenance of the minor children) of the said decedent. And he will, &c.

——, 18—.

AMOS AKE,  
Executor (or Administrator).

*Certificate of Register.*

State of Pennsylvania, }  
County of Blair, } ss.

Now, ——, 18—, I, James S. Plummer, Register, &c., in and for said county, do hereby certify that the amount of the personal property of Aaron Walker, late of Logan Township, in said county, deceased, as set forth and exhibited by the inventory and appraisement of the same filed in this office, is —— dollars (\$———<sub>100</sub>).

Witness my hand and official seal, this the day and year above written.

[SEAL.]

JAMES S. PLUMMER,  
Register, &c.,

Here set forth a full statement of all the debts of said decedent.

Here set forth a statement of the real estate of said decedent, fully describing the same.

*Affidavit to value of Real Estate.*

Blair County, ss.

John Jones and Peter Smith being duly sworn say that they are well acquainted with the real estate above described; that they have no interest in the same whatever, and they are of the opinion that the same would sell at a cash sale at the following sum, to wit (if more than one tract, give the value of each).

JOHN JONES,  
PETER SMITH.

Sworn and subscribed to before me, this —— day of ——,  
A. D. 18—.

THOMAS TRADDLES,  
Justice of the Peace.

*Affidavit of Executor or Administrator to truth of Petition.*

Blair County, ss.

Amos Ake, being duly sworn, says that the facts set forth in the above petition are true, and the statements of the personal and real estate of said decedent, as also of his debts, as set forth hereabove, are respectively correct.

Sworn and subscribed before me, this ——— day of ———, 18—.

AMOS AKE,  
Executor (or Administrator).

*(33.) Order of Court on above Petition.*

Now, ———, A.D. 18—, the within petition read and considered, and the executor (or administrator) therein named, is authorized to make sale of (or to mortgage) the real estate in said petition described as prayed for, for the purpose of raising the sum of ——— dollars for the objects in said petition mentioned, first giving bond with surety to be approved by the Court in the sum of ——— dollars. Terms of sale as follows, viz. (here set out the same).

BY THE COURT.

*(34.) Return of Sale.*

In the Orphans' Court of Blair County.

In the matter of the sale of the real estate of Aaron Walker, late of Logan Township, deceased.

To the Honorable the Judges of the within-named Court.

I, Amos Ake, executor, &c. (or administrator, &c.), of the above-named decedent, do respectfully report and return: That, having given due public notice of the time and place of sale in accordance with the provisions of the Act of Assembly in that behalf made, as will appear by reference to affidavits hereto attached, I did, on the ——— day of ——— last, expose the within-mentioned real estate to sale by public outcry, and sold the same to Thomas Styles, of the city of Altoona, and county aforesaid, for the sum of ——— dollars, he being the best bidder, and that the highest price bidden for the same; which said sale I pray may be confirmed by the Court, to the said Thomas Styles, his heirs and assigns forever (or if there be no buyers, after the words "sale by public outcry," say, and that the same remains unsold for want of buyers; or if there is a



failure on part of purchaser, after the words "sale by public outcry," say, and the same was struck down to Thomas Styles, of the city of Altoona, county aforesaid, at his bid for the sum of ——— dollars; but the said Thomas Styles, having failed to comply with the conditions of said sale, I return said real estate unsold for want of buyers).

AMOS AKE,

Executor (or Administrator).

(Append affidavit of truth of above return, and append also affidavit of publication of notice of sale and the number of notices by hand-bills posted.)

(35.) *Petition of Heirs, &c., for Order to Sell Real Estate of less value than one thousand dollars. Act May 14, 1874.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Mary Martin, widow of John Martin, late of the township of Antis, and county of Blair, deceased, Henry Martin and Elijah Pogram, guardian, &c., of George Martin, a minor child of the said deceased, respectfully represents: That the said John Martin died, on or about the ——— day of ———, A. D. 18—, intestate (or as may be), and that letters of administration (or letters testamentary) were duly granted to Hezekiah Potts, who has filed his account of the personal estate of the said deceased, which said account has been audited, and the proceeds applied according to law, and that there are no debts of the said decedent remaining unpaid (or as may be).

That the said John Martin died seized in his demesne as of fee in and to a certain tract or piece of land situate in the said township of Antis, bounded and described as follows, to wit (here describe the same), and that in the opinion of your petitioners, who are all the parties in interest in the said estate, the same is not of greater value than one thousand dollars.

Your petitioners being desirous that the said real estate shall be sold, and the same converted into money for distribution, pray the Court that an order of sale may be issued, directed to Hezekiah Potts, administrator (or executor) as aforesaid, according to the provisions of the Act of Assembly in such case made and provided. And they will, &c.

MARY MARTIN,  
HENRY MARTIN,  
ELIJAH POGAM.

(Append affidavit of truth of petition.)

(36.) *Affidavit to Value of Real Estate.*

Blair County, ss.

John Jones and Peter Smith say that they are well acquainted with the real estate in the above petition mentioned and described; that they have no interest in the sale whatever, and they are of the opinion that the same is not worth over ——— dollars.

JOHN JONES,  
PETER SMITH.

Sworn and subscribed, &amp;c.

(37.) *Order of Court on above Petition.*

Now, ———, A. D. 18—, the within petition read and considered, and the Court order a sale of the real estate in the said petition described as prayed for, and direct that a bond be given with sureties to be approved by the Court in the sum of ——— dollars. Terms of sale as follows, viz. (here state same).

BY THE COURT.

NOTE.—For Form of Return of Sale, see No. 34.

(38.) *Petition for Sale of Real Estate lying partly in two or more Counties for the payment of Debts, &c. Act June 4, 1883.*

(Commence and proceed as in Form No. 32 to [§]) situate partly in the county of Blair and partly in the county of Cambria, by reason of the boundary line between the aforesaid counties running through the same, a description of which is hereunto annexed; that the personal estate of the said decedent is not sufficient for the payment of his debts as appears by an inventory and appraisement of all the personal estate of said decedent exhibited in the office of the Register of said county, and by his certificate set forth herein.

Your petitioner therefore prays the Court to order a sale of such part or so much thereof of the said real estate as shall appear necessary for the payment of the debts of the said decedent. And he will, &c.

\_\_\_\_\_,  
Executor (or Administrator).

(Append affidavits and exhibits as under Form No. 32.)

(39.) *Order of Court on above Petition.*

Now, ———, A. D. 18—, the within petition read and considered, and the executor (or administrator) therein named is authorized to make sale of the real estate in said petition described as prayed for, first giving bond with surety to be approved by the Court in the sum of ——— dollars; the notice of said sale as now required by law to be given in both the said counties of Blair and Cambria. Terms of sale as follows, viz. (here set out the same). Further, that the obligations taken in compliance with the terms of sale as above fixed, by the said executor (or administrator) to secure the purchase-money or any part thereof by a lien on such lands, shall be duly recorded or entered in both the counties of Blair and Cambria aforesaid, as now required by law.

BY THE COURT.

NOTE.—For Form of Return of Sale, see Form No. 34.

(40.) *Petition for Sale (or Mortgage) of Land situate in another County.*  
*Act March 29, 1832.*

(Commence and proceed as in Form No. 32 to [§]) situate in the counties of Blair, Huntington, and Centre, a description of which is hereunto annexed; that the personal estate of the said decedent is not sufficient for the payment of his debts (and the education and maintenance of his minor children, or as may be), as appears by an inventory and appraisement of all the personal estate of said decedent exhibited in the office of the Register of said county, and by his certificate set forth herein.

Your petitioner therefore prays the Court to order a sale (or mortgage) of such part or so much thereof of the real estate situate in such of said counties as the Court may designate, as shall appear necessary for the payment of the debts (and education and maintenance of the minor children) of the said decedent. And he will, &c.

\_\_\_\_\_  
Executor (or Administrator).

(Append affidavit and exhibit as under Form No. 32.)

(41.) *Order of Court on above Petition.*

Now, ———, A. D. 18—, the within petition read and considered, and the executor (or administrator) therein named, the Court being satisfied of the propriety thereof, is authorized to make sale of (or to mortgage) the real estate of the said decedent

in said petition mentioned and described as being situate in the county of Huntington, for the purpose of raising the sum of \_\_\_\_\_ dollars for the objects in said petition mentioned; first giving bond with surety to be approved by the Court in the sum of \_\_\_\_\_ dollars. Terms of sale as follows, viz. (here set out the same).

BY THE COURT.

(42.) *Petition of Executor (or Administrator) for Order of Sale where there is a Balance due from the said Estate to the Petitioner or to Others. Act March 29, 1832.*

To the Honorable the Judges, &c.

The petition of Amos Ake, administrator, &c. (or executor, &c.),<sup>1</sup> of Aaron Walker, late of the township of Logan, county of Blair, deceased, respectfully represents: That the said Aaron Walker died on or about the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, seized in his demesne as of fee in and to a certain tract or piece of land, situate in the said township of Logan, bounded and described as follows, viz. (here describe the same); that he left to survive him a widow, Eliza Walker, and two minor children, Samuel Walker and Edward Walker, having for their guardian William Thompson.

That the petitioner was, on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, granted letters testamentary (or letters of administration) upon the estate of the said deceased, and that his final account as such executor (or administrator) was confirmed by this Court on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, showing a balance due from the said estate to the petitioner of \_\_\_\_\_ dollars, with not sufficient personal assets to pay the same (or showing that there are not sufficient personal assets to pay the balance appearing to be due from the estate of the said decedent), as appears by a certificate of said account hereto annexed.

The petitioner therefore prays the Court to order a sale (or mortgage) of such part or so much of said real estate as may be necessary for the purposes aforesaid. And he will, &c.

AMOS AKE.

(Append affidavits and exhibits as under Form No. 32, and also certificate of balance of account.)

(43.) *Petition of Executor (or Administrator) to Court of another County for Order of Sale, &c., of Real Estate.*

To the Honorable the Judges of the Orphans' Court of Huntington County.

The petition of Amos Ake, executor, &c. (or administrator, &c.), of Aaron Walker, late of the township of Logan, county of Blair, deceased, respectfully represents: That the said Aaron Walker died on or about the ——— day of ———, A. D. 18—, testate (or intestate), seized in his demesne as of fee, amongst other real estate, of a certain lot of ground situate in the borough of Huntington and county of Huntington aforesaid, being lot No., &c. (describing it): That the Orphans' Court of Blair County, on the ——— day of ——— last, and upon the application of this petitioner, made a decree authorizing him to raise, by sale (or mortgage), the sum of ——— dollars of the above-mentioned and described lot of ground, for the payment of the debts of the said decedent (and the maintenance and education of his minor children, or as may be), as appears by an exemplification of the proceedings had under said petition in the Orphans' Court of Blair County aforesaid to this petition attached.

The petitioner therefore prays that an order may be made for the sale or mortgage, as the Court here shall think expedient, for such parts of the above-described premises as shall in the opinion of the Court be necessary to raise the said sum of ——— dollars. And he will, &c.

AMOS AKE,

Executor (or Administrator).

(Append affidavit of truth of petition.)

(44.) *Return to Order of Sale where the Purchaser is a Lien Creditor.*  
*Act April 20, 1846.*

In the matter of the sale of the real estate of Aaron Walker, late of the township of Logan, county of Blair, deceased, for the payment of debts, &c.

To the Honorable the Judges of the Court of Common Pleas of Blair County.

I, Amos Ake, executor, &c. (or administrator, &c.), of the above-named decedent, do respectfully report and return: That, having given due public notice of the time and place of sale in accordance with the provisions of the Act of Assembly in that behalf made, as

will appear by reference to affidavits hereto attached, did, on the ——— day of ——— last, expose the within-mentioned real estate to sale, upon the premises by public outcry, and sold the same to Thomas Styles, of the city of Altoona and county aforesaid, for the sum of ——— dollars, he being the best bidder, and that the highest price bidden for the same. I do further report, that, in accordance with the provisions of the Act of Assembly of April 20, 1846, I have received the receipt of the said Thomas Styles, purchaser as aforesaid, in full (or as may be) discharge of his bid, he appearing from the certified list of judgments and mortgages, hereto attached, to be entitled as first lien creditor to receive the whole of the proceeds of said sale, less the expenses thereof, &c.

Which sale I pray may be confirmed by the Court (in case the sale is not one for cash, add, "and that an order be made, allowing the said purchaser to apply his said liens on the balance of purchase-money").

AMOS AKE,  
Executor (or Administrator).

(Append affidavit of truth of above return, and also affidavit of publication of notice of sale, and the number of notices by hand-bills posted.)

(45.) *Order of Court Endorsed on above Return.*

Now, ———, A. D. 18—, the within return filed, and Monday, the ——— day of ——— next, is fixed by the Court for confirmation *nisi*, and for reading the return of sale in open Court, as required by Act of Assembly.

BY THE COURT.

(46.) *Final Decree of Court on above Return.*

Now, ———, A. D. 18—, the within return of sale is confirmed absolutely; and it is further ordered and decreed that Thomas Styles, being first lien creditor, be entitled to receive a deed for the land purchased by him, without giving security for the balance of purchase-money as prescribed by the terms of sale, upon his giving his receipt for the amount of the same, as directed by the Act of Assembly of April 20, 1846; and that the sale made as returned to the Court be ratified and approved; and that the premises sold be and remain in the purchaser, his heirs and assigns, firm and stable forever.

BY THE COURT.

(47.) *Petition by Executor, &c., for an Order authorizing him to Bid at his own Sale.*

To the Honorable, &c.

The petition of Amos Ake, executor, &c. (or administrator, &c.), of Aaron Walker, late of the township of Logan, county of Blair, deceased, respectfully represents: That, upon the —— day of ——, A. D. 18—, your petitioner, as executor (or administrator) as aforesaid, was by this Court authorized to sell the real estate of said decedent, situate in the said township of Logan, for the payment of his debts, &c.; your petitioner being interested in said sale as a creditor of the said decedent to an amount of —— dollars, is willing, if authorized by the Court to bid at said sale, to pay the sum of —— dollars for the real estate so to be sold as aforesaid, which sum he believes to be a full, fair, and adequate price for the same. He therefore prays the Court to make an order, authorizing him to bid on the above-mentioned real estate when offered for sale, under the aforesaid order, and to become the purchaser thereof, should his be the highest and best bid made thereon. And he will, &c.

AMOS AKE,  
Executor (or Administrator).

(Append affidavit of truth of petition.)

(48.) *Affidavit to Value of Real Estate.*

Blair County, ss:

Personally appeared before me John Jones and Peter Smith, who, being duly sworn, say that they are well acquainted with the real estate of Aaron Walker, deceased, referred to in the foregoing petition, and that they have no interest whatever in the same; that in their judgment the sum of —— dollars, which the said Amos Ake says he is willing to pay for the same, is a full, fair, and adequate price therefor, and more than is likely to be obtained from any one else at a sale thereof; and that in their opinion, it would be for the advantage of said estate, and to the interest of the creditors and distributees thereof, that the said Amos Ake, executor (or administrator) as aforesaid, should be authorized to bid at said sale as prayed for in the foregoing petition.

JOHN JONES,  
PETER SMITH.

Sworn and subscribed to before me, this —— day of ——,  
A. D. 18—.

THOMAS TRADDLES,  
Justice of the Peace.

(49.) *Consent of Heirs and Creditors of Decedent, and Sureties of Executor (or Administrator) accompanying the above Petition.*

We, whose names are hereunto attached, being the widow, all the heirs, and creditors of Aaron Walker, deceased, and the sureties of said executor (or administrator) respectfully submit: That, being acquainted with the contents of the foregoing petition, we consider it for the advantage of the said estate that Amos Ake, executor (or administrator) aforesaid, be permitted to bid at the sale thereof; and that his offer of ——— dollars therefor is a fair, full, and adequate price for the same; and that the sureties of the said Amos Ake do hereby give their consent that he shall purchase at said sale, and that their suretyship on his bond as executor (or administrator aforesaid) shall not be affected by such purchase.

(50.) *Order of Court on above Petition.*

Now, ———, A. D. 18—, the within petition read and considered, and it is ordered and decreed by the Court that the said Amos Ake, executor (or administrator) as aforesaid, be authorized to bid at the sale of the real estate of the within-mentioned decedent, as prayed for, and to become the purchaser thereof, if he shall be the highest bidder, and at a sum not less than ——— dollars.

BY THE COURT.

(51.) *Petition of Purchaser for leave to Pay Purchase-money to Executor, or into Court. Act February 24, 1834.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Jabez Alsover, of said county, respectfully represents: That Aaron Walker, of the township of Logan, in the county of Blair aforesaid, died on or about the ——— day of ———, A. D. 18—, seized in his demesne as of fee, in and to a certain tract or piece of land situate in said township, &c. (giving a brief description), and leaving to survive him a widow, Eliza Walker, and two children, Samuel Walker and Edward Walker, having made his last will and testament wherein he appointed Amos Ake executor thereof, and which said last will and testament was duly proved on the ——— day of ———, A. D. one thousand eight hundred and ———; that by his will the said decedent ordered and directed amongst other things, that the said



above-mentioned tract or piece of land should be sold by his said executor, and the proceeds thereof applied first to the payment of his debts so far as might be necessary, and the remainder, if any, should be equally divided amongst Eliza Walker, the widow of the testator, and the children aforesaid. That, in pursuance of the directions aforesaid, the said executor sold the real estate above mentioned to the petitioner on the ——— day of ——— last, for the sum of ——— dollars, to be paid in manner following, viz. (stating terms). That the petitioner is desirous to pay the said purchase-money to the said executor, according to the contract aforesaid, and he therefore prays the Court for leave to pay the said sum of ——— dollars, the purchase-money aforesaid, to the said Amos Ake as executor, &c., of said deceased (or into Court), to be disposed of according to the uses and trusts contained in said will. And he will, &c.

JABEZ ALSOVER.

(Append affidavit of truth of petition.)

(52.) *Petition for Citation to Purchaser to Compel him to comply with Terms of Sale, &c.*

To the Honorable, &c.

The petition of Amos Ake, executor, &c. (or administrator, &c.), of Aaron Walker, late of the township of Logan, county of Blair, deceased, respectfully represents: That the petitioner, in pursuance of an order of this Court, sold the real estate of the said decedent, situate in said township, to one William Williams, which said sale, upon return being made thereof to this Court, was, on the ——— day of ———, 18—, confirmed; and it was further ordered and decreed that the same be, and remain firm and stable forever. That, in pursuance of the order so as aforesaid made, the petitioner did, on the ——— day of ———, 18—, tender to the said William Williams a deed for the said real estate duly executed, and at same time demanded of him the money and securities which, by the terms of the order under which the said sale was made, was then due from him; but that he, the said William Williams, has neglected and refused to either pay the money or give the securities so due as aforesaid.

The petitioner therefore prays the Court to issue a citation to the said William Williams, commanding him to appear at such a time as may be fixed by the Court, and show cause, if any he has, why

he should not pay the said moneys, and deliver the said securities as he is in duty bound to do. And he will, &c.

AMOS AKE.

(Append affidavit of truth of petition.)

(53.) *Petition to set aside Sale on an offer of a higher Bid.*

To the Honorable, &c.

The petition of Thomas Monroe respectfully represents: That he is a judgment creditor of Aaron Walker, late of the township of Logan, county of Blair, deceased, whose real estate was, on the ——— day of ———, A. D. 18—, sold by Amos Ake, executor (or administrator) of the said deceased, in pursuance of an order of this Court for that purpose made; and that one William Williams purchased the same at said sale for the sum of ——— dollars; that the said executor (or administrator) has made return of the said sale, and the same has been by this Court confirmed *nisi*. The petitioner further represents, that the real estate, so sold as aforesaid, is worth more money than was paid for the same by the said William Williams, and that in case the Court will set aside the sale so made as aforesaid, and order a re-sale of the said real estate, he, the petitioner, stands ready, and engages to bid or pay for the same, the sum of ——— dollars, being at least ten per cent. more than the sum at which the said premises were sold to the said William Williams, and he herewith offers his bond, with Martin Runk as surety, in the sum of ——— dollars to secure said bid. The petitioner further says, that he was deterred from bidding at the said sale for the following reasons (here set out the same).

He therefore prays the Court to set aside the sale of the premises, so made as aforesaid, and order a re-sale thereof. And he will, &c.

THOMAS MUNROE.

(Append affidavit of truth of petition.)

(54.) *Petition by Executor for Authority to Sell Real Estate, directed by the Testator to be Sold, but without Authorizing any one to do so. Act April 18, 1853.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Amos Ake, executor of Aaron Walker, late of the township of Logan, county of Blair, deceased, respectfully represents: That the said Aaron Walker died on or about the

—— day of ——, A. D. 18—, seized in his demesne as of fee, in and to a certain tract or piece of land situate in said township, &c. (giving a brief description), and leaving to survive him a widow, Eliza Walker, and two children, Samuel Walker and Edward Walker, having made his last will and testament, wherein he appointed the petitioner executor thereof, and which said last will and testament was duly proved on the —— day of ——, A. D. one thousand eight hundred and ——; that by his will the said decedent ordered and directed, amongst other things, that the said above-mentioned tract or piece of land should be sold, and the proceeds thereof applied first to the payment of his debts so far as might be necessary, and the remainder, if any, should be equally divided (or as may be) amongst Eliza Walker, the widow of the testator, and the children aforesaid, but gave no authority to any one to make such sale, as appears by a copy of the said will hereto attached. That Eliza Walker, widow as aforesaid, has filed her election to take under the will, and that all the debts of the said deceased have been paid (or as may be).

The petitioner, being of the opinion the present would be a favorable time to make sale of the said real estate, therefore prays the Court that he be authorized to offer the same at public sale on such terms as the Court may think proper. And he will, &c.

AMOS AKE.

(Append affidavit of truth of petition.)

*Consent of Legatees.*

We, the undersigned, being all the children of Aaron Walker, deceased, say that we have been made acquainted with the contents of the foregoing petition, and believe them to be true, and we do join in the prayer of the petitioner.

(55.) *Petition of Administrator de Bonis Non to make Deed of Real Estate sold by his Predecessor. Act March 29, 1832.*

To the Honorable, &c.

The petition of John Jones, administrator *de bonis non* of Aaron Walker, late of the township of Logan, county of Blair, deceased, respectfully represents: That, on the —— day of ——, A. D. 18—, Amos Ake, executor, &c. (or administrator, &c.), of the said decedent, pursuant to an order of this Court, exposed to public sale the real estate of the said Aaron Walker, deceased, and sold the

same for the sum of ——— dollars to William Williams, which said sale was duly confirmed by this Court on the ——— day of ———, A. D. 18—; that thereafter, and before a deed was executed to the said purchaser, Amos Ake, executor (or administrator) as aforesaid, died (or as may be the case), and letters of administration *de bonis non* were granted to the petitioner; and that the petitioner is desirous of executing and delivering to the said William Williams a conveyance for the said real estate as provided by Act of Assembly in that behalf.

The petitioner therefore prays that an order be made, that upon his executing a bond with sureties to be approved by the Court for the faithful appropriation of the proceeds of the sale aforesaid, he be authorized to execute and deliver to the purchaser aforesaid a deed of conveyance of said estate. And he will, &c.

JOHN JOHNS.

(Append affidavit of truth of petition.)

(56.) *Petition by Purchaser for Order on Executor (or Administrator) to compel the Execution of a Deed. Act March 29, 1832.*

To the Honorable, &c.

The petition of William Williams respectfully represents: That, on the ——— day of ———, A. D. 18—, and by virtue of an order of this Court, Amos Ake, executor (or administrator) of Aaron Walker, late of the township of Logan, county of Blair, deceased, sold a certain tract or piece of land situate in said township of Logan, late of the estate of said deceased, the petitioner becoming the purchaser thereof for the sum of ——— dollars, upon the following terms and conditions which were made a part of the order of this Court, in directing the sale aforesaid (here set out the terms); that the petitioner is desirous of complying with the terms of the sale aforesaid, and has so notified the said executor (or administrator), and has tendered to him such part of the said purchase-money as by the terms of sale aforesaid is payable in cash, and has demanded from him a deed for the said real estate, which the said executor (or administrator) has neglected and refused to execute and deliver.

The petitioner therefore prays the Court that an order be made, requiring the said Amos Ake, executor (or administrator) aforesaid, to execute said deed. And he will, &c.

WILLIAM WILLIAMS.

(Append affidavit of truth of petition.)

- (57.) *Petition of Purchaser for Order of Court directing the Clerk thereof to execute a Deed after Order on Executor (or Administrator) for that Purpose. Act March 29, 1832.*

To the Honorable, &c.

The petition of William Williams respectfully represents: That, on the ——— day of ———, 18—, and by virtue of an order of this Court, Amos Ake, executor (or administrator) of Aaron Walker, late of the township of Logan, county aforesaid, deceased, sold a certain tract or piece of land situate in said township of Logan, late of the estate of the said deceased, the petitioner becoming the purchaser thereof for the sum of ——— dollars, upon the following terms and conditions which were made a part of the order of this Court, in directing the sale aforesaid (here set out terms and conditions); and that the petitioner has paid to the executor (or administrator) aforesaid such part of the said purchase-money as by the terms of sale aforesaid was payable in cash (or as may be).

That on the ——— day of ——— last past, an order was made by this Court, directing the executor (or administrator) aforesaid to execute a conveyance of the said real estate to the petitioner on or before the ——— day of ——— last past, of which order the said executor (or administrator) has had due notice for the space of thirty days before the said last-mentioned day, as appears by a copy of said notice and proof of service thereof hereto annexed. The petitioner therefore prays that the clerk of the Court be directed to execute and deliver to the petitioner as purchaser aforesaid, the necessary deed of conveyance of the said real estate, on his full compliance with the terms and conditions of sale, and paying into Court the moneys payable by the said terms and conditions. And he will, &c.

WILLIAM WILLIAMS.

(Append affidavit of truth of petition.)

- (58.) *Petition of Purchaser for Order of Court, directing the Clerk thereof to execute a Deed on Death of Executor (or Administrator).*

To the Honorable, &c.

The petition of William Williams respectfully represents: That, on the ——— day of ———, 18—, and by virtue of an order of this Court, Amos Ake, executor (or administrator) of Aaron Walker, late of the township of Logan, county of Blair, deceased, sold a certain tract or piece of land situate in said township of Logan,

late of the estate of the said deceased, the petitioner becoming the purchaser thereof for the sum of ——— dollars, upon the following terms and conditions which were made a part of the order of this Court, in directing the sale aforesaid (here set out terms and conditions).

That the said sale was confirmed by this Court on the ——— day of ——— last. The petitioner further represents, that since the said sale, and before the execution and delivery of a deed to him by the said executor (or administrator), to wit, on or about the ——— day of ——— last, the said executor (or administrator) died (or as the case may be), and that no conveyance of said real estate has been made to the petitioner as the purchaser thereof; and that more than three months have elapsed since said sale, and no executor (or administrator) to succeed the said Amos Ake has been appointed. The petitioner therefore prays that the clerk of this Court be directed to execute and deliver to the petitioner, as purchaser aforesaid, the necessary deed of conveyance on his full compliance with the terms and conditions of sale, and on his paying into Court the moneys payable by said terms and conditions. And he will, &c.

WILLIAM WILLIAMS.

(Append affidavit of truth of petition.)

(59.) *Petition by Heirs, &c., for Order, compelling an Executor, &c., to Distribute in Kind without Conversion.*

To the Honorable, &c.

The petition of Eliza Walker, widow, and of Samuel Walker and Edward Walker, children of Aaron Walker, late of the township of Logan, county of Blair, deceased, respectfully represents: That the said Aaron Walker died on or about the ——— day of ———, A. D. 18—, having made his last will and testament, which was duly proved on the ——— day of ———, A. D. 18—, and appointing therein Amos Ake executor, to whom letters testamentary were duly granted (or died intestate, and that letters of administration were granted to Amos Ake, of the said county, on the ——— day of ———, 18—); and that the said executor (or administrator), your petitioners are informed and verily believe, has paid all the debts of the said deceased, and has in his hands certain notes, bonds, and other obligations, the property of the said estate, viz. (here mention and describe the same), and has besides sufficient assets in cash to pay all the expenses of his administration;

that notwithstanding the petitioners have often requested the said executor (or administrator) to turn over to them the said securities in kind, being satisfied that they are safe and desirable investments, yet he has refused so to do, claiming that it is his duty to convert the same into cash. The petitioners therefore pray that an order be made, authorizing and directing the said executor (or administrator) to deliver to and distribute among the said petitioners the aforesaid notes, bonds, and other obligations in the following manner, viz. (here set out the distribution desired), as a part of their distributive share of said estate. And they will, &c.

(Append affidavit of truth of petition.)

(60.) *Petition by Executor (or Administrator) for Permission to Loan Money of Distributee, who is unable to give Refunding Bond. Act February 24, 1834.*

To the Honorable, &c.

The petition of Amos Ake, executor, &c. (or administrator, &c.) of Aaron Walker, late of the township of Logan, county of Blair, deceased, respectfully represents: That, on the ——— day of ———, A. D. 18—, it was ordered, adjudged, and decreed by this Court, in certain proceedings had, relative to the real estate of the said deceased, that Samuel Walker, a son and heir of said decedent, was entitled to receive as his distributive share of the proceeds of said estate, in the hands of the petitioner as executor (or administrator) aforesaid, the sum of fifteen hundred dollars, which said sum the petitioner is desirous of paying to the said Samuel Walker, but who is unable to give a refunding bond as required by Act of Assembly in such case made and provided.

The petitioner further represents that he is desirous of investing the said sum of money by lending the same to Frank Franks, of the city of Altoona, county aforesaid, upon interest, the same to be secured by bond and mortgage on a certain lot of ground, situate, &c., which is entirely clear of encumbrances, and worth not less than three thousand dollars. The petitioner therefore prays that the security aforesaid may be approved by the Court. And he will, &c.

AMOS AKE.

(Append affidavit of truth of petition.)

(61.) *Petition of Executor (or Administrator) for Specific Performance of a Contract for Sale of Land, made by Decedent in his lifetime. Act February 24, 1834.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Amos Ake respectfully represents: That Aaron Walker, late of the township of Logan, county aforesaid, died on or about the ——— day of ———, A. D. 18—, having made his last will and testament, which was proved on the ——— day of ———, A. D. 18—, and nominating therein your petitioner his executor, and that letters testamentary (or died intestate on or about the ——— day of ———, 18—, and that letters of administration) upon his estate have been granted to the petitioner. That the deceased left to survive him a widow, Eliza Walker, and two children, Samuel Walker and Edward Walker. That the said Aaron Walker was, in his lifetime, seized in his demesne as of fee in and to a certain tract or piece of land situate in the township of Logan aforesaid, bounded and described as follows (here describe the premises), and being so thereof seized, by articles of agreement in writing, bearing date the ——— day of ———, A. D. 18—, agreed to sell and convey the same to William Williams, of the said township, in fee simple for the sum of ——— dollars, which sum the said William Williams did thereby covenant and agree to pay in manner following, to wit (here give the manner of payment), as appears by a copy of the said articles of agreement hereto attached, and the original whereof is to the Court here shown.

That the said William Williams, under the terms of the agreement aforesaid, entered into the occupancy and possession of the said tract or piece of land, and has paid all the purchase-money aforesaid, with the exception of such instalments thereof as have fallen due since the death of the said Aaron Walker, who died without having made any sufficient provision for the performance of the said contract on his part.

Your petitioner therefore being desirous that the said contract on the part of the said decedent be complied with, prays your Honors to order and decree the specific performance of the same, according to the true intent and meaning thereof; and further to order and decree that the sum of ——— dollars, being the balance of purchase-money due and unpaid with the interest thereon upon the said contract, be paid to your petitioner by the said William



Williams, and that upon the payment thereof the Court will direct the execution of such deed by the petitioner as shall be in conformity with the intention of the said contract. And he will, &c.

AMOS AKE.

(Append affidavit of truth of petition.)

(62.) *Petition of Executor (or Administrator) in the Court of Common Pleas for leave to execute Deed. Act March 31, 1792.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The petition of Amos Ake, executor, &c. (or administrator, &c.), of Aaron Walker, late of the township of Logan, county aforesaid, deceased, respectfully represents: That the said Aaron Walker died on or about the ——— day of ———, A. D. 18—, having made his last will and testament, and therein appointing the petitioner executor thereof, who has duly proved the same, and that letters testamentary (or died intestate on, &c., and that letters of administration) upon the estate of the said deceased have been granted the said petitioner; that the said Aaron Walker was in his lifetime seized in his demesne as of fee, in and to a certain tract or piece of land, situate in said township of Logan, bounded and described as follows, to wit (here describe the same), and that by an agreement in writing, bearing date the ——— day of ———, A. D. 18—, he agreed to sell and convey the same in fee simple to William Williams, of the township of Logan aforesaid, on or before the ——— day of ———, A. D. 18—, he, the said William Williams agreeing to pay therefor the sum of ——— dollars in manner following, to wit (here set out the manner of payments), as by a copy of the said contract hereto attached will fully appear, the original of which is here produced, and to the Court here shown. That the said William Williams paid to the said Aaron Walker each instalment of the aforesaid sum of ——— dollars, purchase-money aforesaid, in pursuance of said contract as the same fell due prior to the death of the said Aaron Walker, who died without having complied with said contract, and having made no sufficient provision for the performance thereof in his lifetime. That upon the petition of the said William Williams this Court, on the ——— day of ——— last, adjudged the probate of the said contract sufficient, and the same has been duly recorded in the office for the Recording of Deeds, &c., in and for said county, according to law.

The petitioner therefore prays the Court to grant him leave to make and execute a deed conveying to the said William Williams, his heirs and assigns, the said tract or piece of land in the said contract mentioned for such estate or estates in such manner and form as the Court shall judge to be consistent with the true intent and meaning of the same. And he will, &c.

AMOS AKE,

Executor, &c., of AARON WALKER, deceased.

(Append affidavit of truth of petition.)

(63.) *Petition of Executor (or Administrator) in Common Pleas Court to make Probate of Contract. Act March 31, 1792.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The petition of Amos Ake, executor, &c. (or administrator), of Aaron Walker, late of the township of Logan, county aforesaid, deceased, respectfully represents: That the said Aaron Walker died on or about the ——— day of ———, A. D. 18—, having made his last will and testament, and therein appointing the petitioner executor thereof, who has duly proved the same, and that letters testamentary (or died intestate on, &c., and that letters of administration) upon the estate of the said deceased have been granted to the petitioner; that the said Aaron Walker was in his lifetime seized in his demesne as of fee, in and to a certain tract or piece of land situate in said township of Logan, bounded and described as follows, to wit (here describe the same), and that by articles of agreement in writing, bearing date the ——— day of ———, A. D. 18—, he agreed to sell and convey the same in fee simple to William Williams, of the township of Logan aforesaid, on or before the ——— day of ———, A. D. 18—, he, the said William Williams, agreeing to pay therefor the sum of ——— dollars in manner following, to wit (here set out the manner of payment), as by a copy of said contract hereto attached will fully appear, the original of which is here produced, and to the Court here shown.

That the said William Williams paid to the said Aaron Walker each instalment of the aforesaid sum of ——— dollars, purchase-money aforesaid, in pursuance of said contract, up to and until the death of the said Aaron Walker, who died without having complied with said contract, and having made no sufficient provision

for the performance thereof in his lifetime, leaving to survive him a widow, Eliza Walker, and two children, Samuel Walker and Edward Walker.

He therefore prays the Court that he may be permitted to prove said contract in this Court, in accordance with the provisions of the Act of Assembly in such case made and provided. And he will, &c.

AMOS AKE,

Executor, &c., of AARON WALKER, deceased.

(Append affidavit of truth of petition.)

(64.) *Petition of Executor (or Administrator) of Deceased Tenant in Common for Permission to give Bond, &c. Act February 8, 1848.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Amos Ake respectfully represents: That Aaron Walker, late of the township of Logan, county aforesaid, died on or about the ——— day of ———, A. D. 18—, having made his last will and testament, which was proved on the ——— day of ———, A. D. 18—, and nominating therein your petitioner his executor, and that letters testamentary (or died intestate on or about the ——— day of ———, A. D. 18—, and that letters of administration) upon his estate have been granted to the petitioner: That the said Aaron Walker was, in his lifetime, joint owner with John Walker of a certain tract or piece of land situate in the township of Logan aforesaid, bounded and described as follows (here give description); and being so thereof seized, they, by articles of agreement in writing, bearing date the ——— day of ———, A. D. 18—, agreed to sell and convey the same to one William Williams, of the said township, in fee simple, for the sum of ——— dollars, which sum the said William Williams did thereby covenant and agree to pay in manner following, to wit (here give the manner of payments).

That the said William Williams is now in possession of the premises aforesaid, and has made valuable and permanent improvements thereon, so that it would be unjust to rescind the contract so made as aforesaid, but that he still owes on the same the sum of ——— dollars, being the balance of purchase-money aforesaid which he is desirous of paying, and which he has tendered, one-half of which amount is due the estate of the said decedent, and the other half to the said John Walker.

That the said decedent died without having made provision by will or otherwise for perfecting the title of the said William Williams to the said tract or piece of land, and that the said John Walker, joint owner as aforesaid, is desirous of completing said contract by making a deed for the said premises to the said William Williams, and accepting from him the said balance of purchase-money.

Your petitioner being satisfied that the said purchaser has complied with his part of the said contract, except as to the payment of the balance of purchase-money as aforesaid, is about to execute to him a deed, with clause of special warranty, for the share of the said Aaron Walker, deceased, in the said tract or piece of land.

He therefore prays that he may be allowed to give bond in such sum as the Court may judge proper, with security to be approved by the Court, or by a Judge thereof, conditioned for the faithful application, according to law, of all the moneys that may be received, by virtue of the provisions of the Act of February 8, 1848. And he will, &c.

(Append affidavit of truth of petition.)

(65.) *Petition of Widow for Rule to Show Cause why Real Estate of Decedent should not be Sold to Satisfy her Exemption charged on the same. Act May 17, 1866.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Eliza Walker, widow of Aaron Walker, late of the township of Logan, county of Blair, deceased, respectfully represents: That demand was made by her for an allowance of three hundred dollars, known as "The Widow's Exemption," from the estate of her deceased husband; and that the said sum, upon the return of the appraisers of the estate of the said decedent, showing that there was no personal estate, and that his real estate could not be divided so as to set apart to the petitioner land to satisfy her said claim, and which said return was confirmed by this Court on the ——— day of ———, A. D. 18—, was made a charge or lien on the real estate described in the return aforesaid, and which said sum has not been paid to the petitioner.

The petitioner further represents that the executor (or administrator) of the said estate is Amos Ake, of the said township of

Logan, and that the children of the said decedent are Samuel Walker and Edward Walker, residents of the said township.

The petitioner therefore prays the Court to issue a citation to the executor (or administrator) and the children aforesaid, to appear and show cause why they should not pay the said sum of three hundred dollars with interest, or in default thereof, why the said real estate should not be sold to satisfy the same, as provided by Act of Assembly in such case made and provided. And she will, &c.

(Append affidavit of truth of petition.)

(66.) *Petition for the Removal of Executor (or Administrator) on account of Sickness or Imbecility. Act May 1, 1861.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Henry Henry respectfully represents: That Aaron Walker, late of the township of Logan, county aforesaid, died on or about the ——— day of ———, A. D. 18—, having made his last will and testament, which was proved on the ——— day of ——— following, nominating and appointing therein Amos Ake executor, and that letters testamentary upon his estate were duly granted Amos Ake aforesaid (or died intestate on or about, &c., and letters of administration upon his estate were duly granted to Amos Ake, of the township aforesaid).

That the said Amos Ake has, by reason of sickness (or as may be), become incompetent to discharge the duties of his trust as aforesaid, and that said incompetency is likely to continue, to the injury of the estate under his control.

The petitioner further showing that he is a creditor of the estate of the said deceased (or as may be), prays the Court to issue a citation to the said executor (or administrator) to appear and show cause why a decree should not be made in the premises vacating the letters testamentary (or of administration) granted to him as aforesaid, by reason of his inability to perform his duties as such executor (or administrator), as required by Act of Assembly in that behalf. And he will, &c.

(Append affidavit of truth of petition.)

(67.) *Petition for Discharge of Executor (or Administrator) for Mismanagement. Act May 1, 1861.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Henry Henry respectfully represents: That Aaron Walker, late of the township of Logan, county aforesaid, died on or about the ——— day of ———, A. D. 18—, having made his last will and testament, which was proved on the ——— day of ——— following, nominating and appointing therein Amos Ake, executor, and that letters testamentary upon his estate were duly granted Amos Ake aforesaid, (or died intestate on or about, &c., and letters of administration upon his estate were duly granted Amos Ake of the township aforesaid); who filed in the Register's office in said county an inventory of the goods, chattels, and credits of the said decedent, amounting to the sum of ——— dollars, and has possessed himself of the same. [§]

That the said executor (or administrator) is wasting and mismanaging the estate under his charge in that he (here state the facts briefly, or state such other facts fixed by the Act of Assembly as cause for removal), and by reason thereof, the interests of the estate and property are likely to be jeopardized by the continuance of the said Amos Ake as executor (or administrator), and that the petitioner is a creditor of the estate of the said Aaron Walker (or as may be) and is therefore interested therein.

The petitioner therefore prays that a citation may issue to the said Amos Ake, to appear on a day to be named by the Court, to answer said charge, and that such other necessary rules and orders may be made for bringing said matter to a hearing, as may be deemed expedient in the premises, and if thereupon the Court shall be satisfied of the truth of the matters herein charged, that they will vacate the letters testamentary (or of administration) as required by Act of Assembly in that behalf. And he will, &c.

(Append affidavit of truth of petition.)

(68.) *Petition for Injunction against Executor or Administrator. Act May 19, 1874.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Henry Henry respectfully represents: That Aaron Walker, late of the township of Logan, county aforesaid,

died on or about the ——— day of ———, A. D. 18—, having made his last will and testament, which was proved on the ——— day of ——— following, nominating and appointing therein Amos Ake executor, and that letters testamentary upon his estate were duly granted Amos Ake aforesaid (or died intestate on or about, &c., and letters of administration were duly granted Amos Ake of the township aforesaid).

That the said executor (or administrator), pursuant to an order of this Court, sold certain real estate of the said decedent for the payment of his debts (or as may be), and that the petitioner is one of the sureties upon the bond directed by the Court to be given by the said executor (or administrator) for the faithful appropriation of the proceeds of said sale.

That the said executor (or administrator) is wasting and mismanaging the said estate, in that he is appropriating the money realized from the sale aforesaid to his own personal use, by investing the same in his individual business enterprises (or as may be), and has neglected and refused to file an account of the proceeds of such sale as he is by law required to do (or state other acts contrary to law or equity, prejudicial to the property over which the executor or administrator shall have jurisdiction).

The petitioner therefore prays the Court to grant an injunction restraining the said executor (or administrator), and all other persons in his behalf, from receiving or collecting any further portion of the purchase-money due from the purchasers of the said real estate, and also restraining William Williams, purchaser of said estate, from paying any amount whatever upon the purchase-money aforesaid; and to make such other order and decree in the premises as may appear to the Court to be necessary and expedient. And he will, &c.

(Append affidavit of truth of petition.)

- (69.) *Petition for Discharge of Executor or Administrator for Mismanagement, &c., and for Attachment and Injunction. Acts March 29, 1832; May 1, 1861; May 19, 1874.*

To the Honorable the Judges, &c.

(Commence and proceed as in Form No. 67 to [§]).

That the petitioner is a creditor of the estate of the said decedent, and is therefore interested in the same.

The petitioner further represents that the said Amos Ake is wasting and mismanaging the estate under his charge, in that he

(here state the facts briefly, or state such other facts fixed by Act of Assembly as cause for removal), and is about to remove from this Commonwealth to the State of Missouri permanently.

The petitioner therefore prays that a citation may be issued by the Court, directed to the said executor (or administrator), commanding him to appear and show cause why he should not be removed from his trust as aforesaid.

That an attachment may be issued to secure such property belonging to said estate as may now be in his hands. That an injunction may be issued restraining him from receiving or collecting any other property or funds belonging to said estate, and that such other and further relief may be granted as the Court may deem necessary and expedient. And he will, &c.

(Append affidavit of truth of petition.)

(70.) *Petition for Discharge of Executor or Administrator who has removed from the State. Act March 29, 1832.*

To the Honorable, &c.

(Commence and proceed as in Form No. 67 to [§]).

The petitioner further represents that the said Amos Ake has removed from this State, and has ceased to have any known place of residence therein during the period of more than one year last past.

The petitioner showing that he is a creditor of the estate of the said Aaron Walker, and is therefore interested therein, prays that a decree may be made vacating the letters testamentary (or of administration) heretofore granted to the said Amos Ake as aforesaid, and that such other and further order and decree may be made in the premises as the Court may deem necessary and expedient. And he will, &c.

(Append affidavit of truth of petition.)

(71.) *Petition for Rule on Executor to show cause why he should not give Security. Act March 29, 1832.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Henry Henry respectfully represents: That Aaron Walker, late of the township of Logan, county aforesaid, died on or about the ——— day of ———, A. D. 18—, having made his last will and testament, which was proved on the ——— day of ——— following, nominating and appointing therein Amos



Ake, executor, and that letters testamentary upon his estate were duly granted Amos Ake aforesaid, who filed in the Register's office in said county an inventory of the goods, chattels, and credits of the said decedent, amounting to the sum of ——— dollars, and has possessed himself of the same.

That the said executor is wasting and mismanaging the estate under his charge, in that he (here state the facts briefly, or state such other facts fixed by the Act of Assembly as cause for removal), and that the petitioner is a creditor of the estate of the said Aaron Walker (or as may be) and is therefore interested therein.

The petitioner therefore showing that the case requires dispatch, prays that a citation may issue to the said Amos Ake, requiring him to appear on a day certain before an Orphans' Court, to be convened for that purpose, to answer this complaint, and show cause why he should not give security conditioned for the performance of his trusts, and that such further order and decree may be made in the premises as by the Court may be deemed necessary and expedient. And he will, &c.

(Append affidavit of truth of petition.)

(72.) *Petition of Surety of Administrator for Rule to show cause why Counter security should not be given. Act March 29, 1832.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Nicodemus Donat respectfully represents: That Aaron Walker, late of the township of Logan, county aforesaid, died on or about the ——— day of ———, A. D. 18—, intestate, and that letters of administration upon his estate were duly granted to Amos Ake, of the township aforesaid; and that the petitioner is surety in the bond of said administrator, in the sum of ——— dollars, with condition according to law; and that the said administrator has filed in the Register's office in said county an inventory of the goods, chattels, and credits of the said decedent, amounting to the sum of ——— dollars, and has possessed himself of the same.

That the said administrator is wasting and mismanaging the estate under his charge, in that he (here state the facts briefly, or state the existence of any other cause as provided by Act of Assembly).

The petitioner therefore prays that a citation may be issued to the said Amos Ake, requiring him to appear in this Court, on a

day certain, to show cause why he should not give such counter securities as the Court may judge necessary to indemnify the petitioner against loss by reason of the suretyship aforesaid, and that such further order and decree may be made as by the Court may be deemed necessary and expedient. And he will, &c.

(Append affidavit of truth of petition.)

(73.) *Petition for the Vacation of Letters where Executor or Administrator has been declared a Lunatic or Habitual Drunkard. Act March 29, 1832.*

To the Honorable, &c.

The petition of Obadiah Maxwell respectfully represents: That Aaron Walker, late of the township of Logan, county aforesaid, died on or about the ——— day of ———, A. D. 18—, having made his last will and testament, which was proved on the ——— day of ——— following, nominating and appointing therein Amos Ake executor, and that letters testamentary upon his estate were duly granted Amos Ake aforesaid (or died intestate on or about the ——— day of ———, A. D. 18—, and letters of administration upon his estate were duly granted to Amos Ake of the township aforesaid).

That since the granting of the letters aforesaid, such proceedings were had in the Court of Common Pleas of Blair County, that the said Amos Ake was, on the ——— day of ——— last, declared to be a lunatic (or habitual drunkard), and that William Williams was appointed committee of his person and estate, as appears by an exemplification of the proceedings had therein hereto annexed.

The petitioner showing that he is a creditor of the estate of the said Aaron Walker, deceased (or as may be), and is therefore interested therein, prays that the letters testamentary (or of administration) granted to the said Amos Ake may be vacated, and that new letters may be awarded, as provided by Act of Assembly in that behalf. And he will, &c.

(Append affidavit of truth of petition.)

(74.) *Petition to Discharge Estate and Sureties of Administrator from Liability upon his Death or Removal. Act February 2, 1853.*

To the Honorable, &c.

The petition of Thomas Thomas respectfully represents: That administration of the goods, chattels, and credits which were of

Harrison Hawkins, late of the city of Altoona, county aforesaid, deceased, was, on the ——— day of ———, A. D. 18—, duly granted by the Register of said county, to Martha Hawkins and John Thomas, who executed a bond to the Commonwealth, with conditions according to law in the sum of ——— dollars, with John Jones and Peter Smith as their sureties. That since the granting of said letters, and executing the bond as aforesaid, to wit, on or about the ——— day of ——— last, the said John Thomas has died (or has been removed, stating the facts briefly), and administration of his estate has been granted to the petitioner, who, as one of his children and next of kin, is a party interested in his estate. The petitioner therefore prays that the estate of the said John Thomas, deceased, and the said John Jones and Peter Smith, his aforesaid sureties, may be discharged from further liabilities on account of their suretyship for him as aforesaid, and that the Court may make such further order as is directed by the Act of Assembly in that behalf. And he will, &c.

(Append affidavit of truth of petition.)

*(75.) Petition for Citation to Executor or Administrator to file Account.  
Act March 29, 1832.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Columbus Cryder, of the county aforesaid, respectfully represents: That William Wampler, late of the city of Altoona, in said county, died testate (or intestate) on or about the ——— day of ———, A. D. 18—, and that letters testamentary (or of administration) were duly granted on the estate of the said decedent to Gregory Growler, of the city of Altoona aforesaid.

That more than a year has elapsed since said letters were granted, and the executor (or administrator) aforesaid has failed to file and exhibit a just account and settlement of said estate in the Register's office of said county, as required by law. Your petitioner therefore showing that he is a creditor of the estate of said decedent, and interested therein, prays that a citation may be awarded directed to the said Gregory Growler, executor (or administrator) as aforesaid, commanding him to exhibit such an account and settlement as is required by Act of Assembly in that behalf, and that such other and further relief may be granted by the Court as in the premises may be deemed necessary and expedient. And he will, &c.

COLUMBUS CRYDER.

(Append affidavit of truth of petition.)

(76.) *Petition for Attachment to compel an Executor or Administrator to file an Account after service of Citation.*

To the Honorable, &c.

The petition of Columbus Cryder respectfully represents: That a citation at his instance was awarded by this Court on the —— day of ——, A. D. 18—, directed to Gregory Growler, executor (or administrator) of the estate of William Wampler, deceased, commanding him to file a final account, &c.

That such citation was personally served on said Gregory Growler on the —— day of ——, 18—, as appears by the return of the service thereof, and that the said executor (or administrator) has not filed an account as he was commanded to do and as required by law, nor has he shown any cause why he has not done so.

The petitioner therefore prays the Court that an attachment may issue to compel the said executor (or administrator) to appear and state an account (or that an auditor may be appointed to state an account between the said executor (or administrator) and the said estate). And he will, &c.

(Append affidavit of truth of petition.)

(77.) *Election of Widow to Accept or Refuse under Will. Acts March 29, 1832; April 11, 1848; April 8, 1853; April 20, 1869.*

In the Orphans' Court of Blair County.

In the matter of the estate of A. J. Jones, late of the borough of Tyrone in said county, deceased.

I, Catherine Jones, widow of the said A. J. Jones, deceased, do hereby waive the devise and bequest to me made under the will of said deceased, and elect to take my dower and share of his personal estate under the intestate laws of this Commonwealth (or "do hereby elect to accept the devise and bequest to me made under the will of the said decedent, in lieu of dower").

Witness my hand, &c.

CATHERINE JONES.

(78.) *Petition for Citation to Widow to Elect, &c. Act March 29, 1832.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Henry Samuels respectfully represents: That Latimer Lands, of the township of Antis, in said county, died on or about the —— day of ——, A. D. 18—, having made his

last will and testament dated the —— day of ——, A. D. 18—, wherein he bequeathed and devised to his widow, Josephine Lands, as follows, viz. (here set out the bequests and devises). And by the said will he bequeathed and devised all the residue of his estate to John Samuels and the petitioner, to be equally divided between them. That more than twelve months have elapsed since the death of the said Latimer Lands, and the said widow has not elected between her dower and the property devised and bequeathed to her as aforesaid.

The petitioner therefore showing that he is interested in the estate of the said decedent, prays that a citation may issue to the said Josephine Lands, widow aforesaid, to appear at said Court at a certain time, not less than one month after the issuing of said citation, to make her election either to accept said devise and bequest in lieu of dower, or waive such devise and bequest and take her dower as provided by Act of Assembly in that behalf. And he will, &c.

(Append affidavit of truth of petition.)

*(79.) Order of Court on Non-appearance of Widow.  
Act March 29, 1832.*

In the matter of the estate of Latimer Lands, deceased.

And now, ——, 18—, due proof having been made of the service of the citation heretofore issued to Josephine Lands, widow of the above-named Latimer Lands, deceased, to appear this day and elect to accept the devise and bequest to her under the will of her deceased husband, or to waive said devise and bequest, and take her dower, and the said Josephine Lands having neglected and refused to appear, it is ordered and decreed that such neglect and refusal be deemed an acceptance of said devise and bequest, and a bar of the dower of the said Josephine Lands in the estate of the said Latimer Lands, decedent, and it is further ordered that a record thereof be made.

BY THE COURT.

*(80.) Order of Court on Appearance of Widow. Act March 29, 1832.*

In the matter of the estate of Latimer Lands, deceased.

And now, ——, 18—, Josephine Lands, widow of the said Latimer Lands, deceased, having appeared in Court in obedience to the citation heretofore issued to her in this behalf, elected to waive the devise and bequest under the will of said decedent and take her

dower (or "elected to accept the devise and bequest to her under the will of said decedent, as set out in said citation," as may be), whereupon it is ordered by the Court that a record be made of said election.

BY THE COURT.

(81.) *Form of Account of Executor or Administrator. General Form.*

First and partial (or first final) account of Amos Ake, executor (or administrator) of Aaron Walker, late of the township of Logan, county of Blair, deceased.

The accountant charges himself as follows, viz:

To amount of inventory and appraisement of personal property filed . . . . .	\$ — —
Cash received from John Jones since filing inventory . . . . .	— —
To advance on sale of personal property, above appraisement . . . . .	— —
	<u>— —</u>
	<u>\$ — —</u>

The accountant claims credit as follows, viz:

Cash paid for letters of administration . . . . .	\$ — —
" " appraisers of personal property . . . . .	— —
" " Alderman Rose for affidavits . . . . .	— —
" " John Jones, funeral expenses . . . . .	— —
" " John Fay, M.D., professional services . . . . .	— —
" " Register, passing this account . . . . .	— —
" " Woodcock & Ambrose, counsel fees . . . . .	— —
Compensation to accountant . . . . .	— —
Balance due the estate . . . . .	— —
	<u>— —</u>
	<u>\$ — —</u>

Errors excepted.

AMOS AKE,  
Executor (or Administrator).

Blair County, ss.

Amos Ake, the above-named accountant, being duly sworn, says the foregoing is a just, full, and true account of his administration of the estate of Aaron Walker, deceased, to date.

AMOS AKE.

Sworn and subscribed to before me, this ——— day of ———, A. D. 18—.

J. S. PLUMMER,  
Register.

(82.) *Separate Account of two or more Executors.*

First and partial (or as may be) account of Walter Walters and Samuel Samuels, executors, &c., of Nathan Nathans, late of the city of Altoona, county of Blair, deceased:

Amount of inventory filed in Register's Office . \$ — —

The said Walter Walters charges himself with the following items as set forth in said inventory, he having taken possession of the same, viz:

\_\_\_\_\_ . . . . \$ — —  
 \_\_\_\_\_ . . . . — —

He further charges himself as follows:

\_\_\_\_\_ . . . . — —  
 \_\_\_\_\_

Being a total of . . . \$ — —

He claims credit as follows:

(Here set out items in full.) . . . \$ — —

The said Samuel Samuels charges himself with the entire amount of the above inventory, except such part thereof as stands charged to the said Walter Walters, his co-executor, amounting to—

\$ — —

He further charges himself as follows:

(Here set out items.) . . . — —  
 \_\_\_\_\_

Being a total of . . . \$ — —

He claims credit as follows:

(Here set out items in full.) . . . \$ — —

*Recapitulation.*

Walter Walters, Dr. . . . . \$ — —

“ “ Cr. . . . . — —

Balance due from (or to) Walter Walters . \$ — —

Samuel Samuels, Dr. . . . . \$ — —

“ “ Cr. . . . . — —

Balance due from (or to) Samuel Samuels . \$ — —

Total balance due the estate . . . \$ — —

WALTER WALTERS,  
 SAMUEL SAMUELS,

Executors.

(Append affidavit of truth of account.)

(83.) *Petition for Appointment of Auditor. Act April 13, 1840.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Henry Henry respectfully represents: That Amos Ake, executor (or administrator) of Aaron Walker, late of the township of Logan, county of Blair, and State of Pennsylvania, deceased, has settled an account of his administration of the estate of said decedent, which was confirmed *nisi* by this Court on the ——— day of ——— last, by which it appears that there is a balance of ——— dollars belonging to said estate remaining in the hands of the said executor (or administrator).

That your petitioner being a creditor of said estate is interested therein, and therefore prays that an auditor may be appointed to make distribution of said balance amongst the parties entitled thereto. And he will, &c.

HENRY HENRY.

(Append affidavit of truth of petition.)

(84.) *Petition for Review of Account. Act October 13, 1840.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Thomas Walker, one of the sons and an heir of Aaron Walker, late of the township of Logan, said county, deceased, respectfully represents: That Amos Ake, executor, &c. (or administrator, &c.), of the said decedent, settled an account of his administration of the estate of the said Aaron Walker, deceased, which account was confirmed by a final decree of this Court on the ——— day of ——— last. That there are certain errors therein which specifically set forth are as follows, viz. (here fully set out the same). The petitioner, therefore, showing that he is interested in said account, prays the Court to review the same, and grant a rehearing of so much thereof as is hereinbefore alleged to be in error, and grant such other relief as in the premises is equitable and just. And he will, &c.

(Append affidavit of truth of petition.)

(85.) *Petition for Fieri Facias. Act March 29, 1832.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Thomas Walker, a son and heir of Aaron Walker, late of the township of Logan, county aforesaid, deceased, respect-



fully represents: That Amos Ake, executor, &c. (or administrator, &c.), of said deceased, settled an account of his administration of the estate of the said Aaron Walker, which was confirmed by this Court on the ——— day of ——— last. That the said account was duly audited, which audit was confirmed by this Court on the ——— day of ——— last, and therein it was adjudged that the petitioner was entitled, out of the funds in the hands of the said executor (or administrator) as aforesaid, to the sum of ——— dollars. That proof of the aforesaid fact has been made upon the aforesaid executor (or administrator), and payment of the said sum of ——— dollars was demanded of him on the ——— day of ——— last; but that the said executor (or administrator) neglected and refused, and still neglects and refuses to pay to the petitioner the said sum of money.

The petitioner therefore prays that an execution in the nature of a *feri facias* may issue from this Court against the said Amos Ake as executor (or administrator) as aforesaid, for the collection of the said sum of ——— dollars with interest and costs. And he will, &c.

THOMAS WALKER.

(Append affidavit of truth of petition.)

(86.) *Petition to Stay Writ of Execution against Executor or Administrator. Act February 24, 1834.*

In the Court of Common Pleas of Blair County.

William Williams	}	No. —.
vs.		
Amos Ake, Executor		
(or Administrator)		
of Aaron Walker,		—— Term, A. D. 18—.
deceased.		

To the Honorable the Judges of the within-named Court.

The petition of Amos Ake respectfully represents: That he is a defendant in the above-stated judgment, and that an execution has been issued upon the same, and that by virtue thereof the sheriff of said county has levied upon and is about to sell the lands of the decedent.

That the personal estate of the said decedent does not exceed in value the sum of ——— dollars so far as the same has come to the petitioner's knowledge; while the debts of the said decedent, so far as they have come to the knowledge of the petitioner, amount to

——— dollars, and the expenses of settling said estate will reach the sum of ——— dollars.

The petitioner therefore showing that the personal estate of the said decedent is insufficient to pay the demands against the estate of the decedent, prays that said writ of execution may be stayed, so that he may make application to the Orphans' Court of said county for an order authorizing him to make sale of the real estate of the said decedent as provided by Act of Assembly in that behalf. And he will, &c.

(Append affidavit of truth of petition.)

(87.) *Form of Appointment of Collateral Appraisers.*

In the matter of the estate of Aaron Walker, late of the township of Logan, in the county of Blair, deceased, which estate is subject to the payment of a collateral inheritance tax by the laws of the Commonwealth of Pennsylvania.

I, James S. Plummer, Register of Wills in the county of Blair, hereby appoint William Holden, of the township aforesaid, appraiser of the estate of the above-named Aaron Walker, deceased, for the purpose of putting a fair valuation on the real estate of said deceased, making a fair and conscionable appraisement of the personal estate of said deceased, assessing and fixing the present cash value of all annuities and life estates growing out of said estate, and generally for performing all duties imposed upon such appraiser by the Act of Assembly of April 10, 1849, and its appointments.

In witness whereof, I have hereunto subscribed my name, and affixed the seal of said office at Hollidaysburg, this ——— day of ———, A. D. 18—.

JAMES S. PLUMMER,  
Register.

(88.) *Affidavit of Appraisers.*

State of Pennsylvania, }  
Blair County, } ss.

William Holden, appointed by the Register of Wills of said county, being duly sworn according to law, declares and says that he will put a fair valuation on the real estate of Aaron Walker, late of the township of Blair, deceased, and make a fair and conscionable appraisement of the personal estate of said decedent, and

assess and fix the present cash value of all annuities and life estates growing out of said estate, and that he will well and truly, and without prejudice or partiality, value and appraise the goods, chattels, and credits of said deceased, and in all respects perform his duty as appraiser to the best of his skill and judgment.

WILLIAM HOLDEN.

Sworn and subscribed to, this ——— day of ———, A. D. 18—.

JAMES S. PLUMMER,

Register.

#### APPEAL FROM ORPHANS' COURT TO THE SUPREME COURT.

(89.) *Præcipe, Affidavit, and Recognizance in Appeal.*

In the Orphans' Court of Blair County.

In the matter of the confirmation of the account of Amos Ake, executor (or administrator) of the estate of Aaron Walker, deceased.

Now, ——— day of ———, 18—, Amos Ake, being aggrieved by the definitive decree of the said Orphans' Court in the matter of the confirmation of his account as administrator of said estate, appeals from the same to the Supreme Court.

AMOS AKE,

To ———.

Executor (or Administrator).

Prothonotary of Supreme Court..

#### *Affidavit of Appellant.*

Blair County, ss.

Amos Ake, the above-named appellant, being duly sworn, says that his said appeal is not for the purpose of delay, but because he believes injustice has been done him.

AMOS AKE.

Sworn and subscribed to, &c.

—————, ———,  
—————.

#### *Recognizance of Bail.*

Blair County, ss.

We, Amos Ake, the appellant above named, and William M. Wilson and Daniel White, of the county aforesaid, do severally acknowledge ourselves to owe and be indebted to the Common-

wealth of Pennsylvania, for the use of (the parties interested), in the sum of five hundred dollars, to be levied of our goods and chattels, lands and tenements respectively, but to be void on condition that the said Amos Ake shall prosecute his said appeal with effect, and pay all costs that have accrued, or shall hereafter accrue, upon the said appeal, including the return of the record to the said Orphans' Court with the remittitur.

AMOS AKE, [SEAL.]

WILLIAM M. WILSON, [SEAL.]

DANIEL WHITE. [SEAL.]

Acknowledged and approved, this ——— day of ———, A. D. 18—.

JOHN DEAN,  
Judge O. C.

## GUARDIAN AND WARD.

A **GUARDIAN** is one who legally has the care and management of the person, or the estate, or both, of a child during its minority. Such child is known as a **WARD**.

The greater number of guardians among us, by far, are those appointed by Court, in conformity with statutes which regulate their powers and duties. In the absence of special provisions, their rights and duties are governed by the general law on the subject of guardian and ward.

After the age of fourteen the ward is entitled to choose a guardian, at common law, and generally by statute. His choice is subject, however, to the rejection of the Court for good reason, when he is entitled to choose again. If the Court appoint one before the age of choice, the infant may appear and choose one at that age; but if none be chosen, then the old one acts.

An order removing a guardian is equivalent to an order to pay over the money in his hands to his successor. In some States the Court is authorized to revoke for non-residence of the guardian.

The relation of a guardian to his ward is that of a trustee in equity, and bailiff at law. It is a trust which he cannot assign. He will not be allowed to reap any benefit from his ward's estate, but must account for all profits which the ward may elect to take or charge interest on the capital used by him. He can invest the money of his ward in real estate only by order of Court, nor can he convert real estate into personalty without a similar order.

He may lease the land of his ward; but if the lease extends beyond the minority of the ward, the latter may avoid it on coming of age. He may sell his ward's personalty without order of Court, and dispose of and manage it as he pleases. He is required to put the money out at interest, or show that he was unable to do this. If he spends more than the interest and profits of the estate in the maintenance and education of the ward without permission of the Court, he may be held liable for the principle thus consumed.

If he erects buildings on his ward's estate out of his own money, without order of

Court, he will not be allowed any compensation. He is not chargeable with the services of his wards if for their own benefit he requires them to work for him.

Contracts between guardian and ward immediately after the latter has attained his majority are unfavorably regarded by the Courts, and will be set aside when they redound to the profit of the guardian, neither is he allowed to purchase at the sale of his ward's property; but the better opinion is that such sale is not void, but voidable only. He is not allowed, without permission of Court under some statute authority, to remove his ward's property out of the State. He cannot release a debt due his ward, although he may submit a claim to arbitration. He cannot by his own contract bind the person or estate of his ward, nor avoid a beneficial contract made by his ward.

He is entitled to the care and custody of the person of his ward. If a female ward marry, the guardianship terminates both as to her person and property. It has been thought to continue over her property if she marries a minor. If a male ward marries, the guardianship continues as to his estate, though it has been held otherwise as to his person.

A guardian may change the residence of his ward from one county to another in the same State; but it seems that the new county may appoint another guardian; whether he has the right to remove his ward into a foreign jurisdiction has been a disputed question. By the common law his authority over the person and property of his ward was strictly local, and this is the view maintained in most of the States.

Nor can a guardian in one State maintain an action in another for any claim in which his ward is interested. He cannot waive the rights of his ward; not even by neglect or omission. No guardian, except a father, is bound to maintain his ward at his own expense. It is discretionary with a Court whether to allow a father anything out of his child's estate for his education and maintenance.

A ward owes obedience to his guardian, which the Court will aid him in enforcing. The general rule is that the ward's contracts are voidable; yet there are some contracts so clearly prejudicial that they have been held absolutely void: such as contracts of surety.

A guardian *ad litem* is one who is appointed for the purposes of a suit. The appointment of such is incident to the power of every Court to try a case, and the power is then confined to the particular case at bar. His duty is to manage the interest of the infant when sued. In criminal cases no guardian is appointed; the Court acts as guardian. A guardian *ad litem* cannot be appointed till the infant has been brought before the Court in some of the modes prescribed by law. Such guardian cannot waive service of process. The Court will not appoint upon the nomination of the complainant. Bouvr. L. Dict.

In Pennsylvania the rights, duties, and liabilities are clearly defined by statute law, principally by Act of Assembly of March 29, 1832.

(1.) *Petition for Appointment of Guardian by Minor over Fourteen.*  
*Act March 29, 1832.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Henry Holt respectfully represents: That your petitioner is a minor child of James Holt, late of the city of

Altoona, in said county, deceased, above the age of fourteen years, resident within said county, and has no guardian to take care of his person and estate. He therefore prays the Court to be permitted to make choice of a guardian for the purpose aforesaid; and respectfully requests that Martin Runk, of the said city of Altoona, be appointed. And he will, &c.

January 20, 1875.

HENRY HOLT.

(Append affidavit of truth of petition.)

(2.) *Affidavit to Responsibility.*

Blair County, ss.

Personally appeared before me, an Alderman in and for the city of Altoona and county of Blair aforesaid, John Jones, who, being duly sworn, says that he is well acquainted with Martin Runk, in the above petition named and suggested as the guardian of the said Henry Holt, and that he can be safely entrusted with the trust aforesaid, being a person of respectability and property; and further that he is of the same religious persuasion as that of the parents of the said minor.

JOHN JONES.

Sworn and subscribed to, this 20th day of January, A. D. 1875.

B. F. ROSE,  
Alderman.

(3.) *Affidavit to Value of Property.*

Blair County, ss.

Personally appeared before me, an Alderman in and for the city of Altoona and county aforesaid, Martin Runk, the party suggested in the above petition as guardian of the said Henry Holt; who, being duly sworn, says that he is well acquainted with the condition and value of the estate of the said Henry Holt, and that to the best of his judgment the amount of money and personal property which will come into his hands as guardian will not exceed the sum of five thousand dollars.

MARTIN RUNK.

Sworn and subscribed to, this 20th day of January, A. D. 1875.

B. F. ROSE,  
Alderman.

NOTE.—In some counties Forms Nos. 2 and 3 are not employed.

(4.) *Order of Court on above Petition.*

Now, January 20, 1875, upon reading the within petition, the Court appoint Martin Runk guardian of Henry Holt at his request in open Court, and direct him to give bond in the sum of ten thousand dollars, with surety to be approved by the Court.

(5.) *Petition for Appointment of Guardian by Minor under Fourteen.*  
*Act March 29, 1832.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Henry Holt, by his next friend Charles Charles, respectfully represents: That your petitioner is a minor child of James Holt, late of the city of Altoona, in said county, deceased, under the age of fourteen years, resident in said county, and has no guardian to take care of his person and estate. He therefore prays the Court to appoint some suitable person his guardian for that purpose; and respectfully requests that Martin Runk, of the said city of Altoona, be appointed. And he will, &c.

January 20, 1875.

CHARLES CHARLES,  
For HENRY HOLT.

(Append affidavit of truth of petition.)

(Attach "Affidavit to Responsibility" and "Affidavit to Value of Property" as in Forms Nos. 2 and 3.)

(6.) *Order of Court on above Petition.*

And now, January 20, 1875, upon reading within petition, the Court appoint Martin Runk guardian of said minor in open Court, and direct him to give bond in the sum of ten thousand dollars, with surety, to be approved by the Court.

(7.) *Petition for Appointment of Guardian for Minor who is unable to*  
*Appear. Act August 25, 1864.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Henry Holt respectfully represents: That the petitioner is a minor child of James Holt, late of the city of Altoona, in said county, deceased, above the age of fourteen years, and has no guardian to take care of his person and estate. The

petitioner further says that he is at present employed in the Pension Department at Washington, D. C. (or as may be), and is so distant from the borough of Hollidaysburg, the seat of justice of said county, as to make it unnecessarily expensive for him to appear (or as may be). He therefore prays the Court to appoint a guardian for his personal estate without requiring him to appear in Court and make choice; and respectfully requests that Martin Runk, of the said city of Altoona, be appointed. And he will, &c.

January 20, 1875.

HENRY HOLT.

(Append affidavit of truth of petition.)

(Attach "Affidavit to Responsibility" and "Affidavit to Value of Property" as in Forms Nos. 2 and 3.)

(8.) *Petition for Appointment of Guardian where Father is Profligate.*  
*Act May 4, 1855.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of William Wilson, of said county, respectfully represents: That he is a brother-in-law (or as may be) of Henry Holt, who is a minor child of James Holt, of said county, who, by reason of drunkenness (or as may be), has neglected and refused to provide for his said child; and that the mother of the said Henry Holt is dead (or as may be). The petitioner therefore prays that a guardian be appointed for the said Henry Holt, to perform the duties provided for by Act of Assembly in that behalf; and respectfully requests that Martin Runk, of the said city of Altoona, be appointed. And he will, &c.

WILLIAM WILSON.

(Append affidavit of truth of petition.)

(9.) *Order of Court on above Petition.*

And now, January 20, 1875, rule is granted on James Holt, the father of Henry Holt, and also on Henry Holt, the child aforesaid, to appear and show cause why Martin Runk shall not be appointed guardian as prayed for. Returnable to argument Court (or as may be).

BY THE COURT.



(10.) *Petition of Foreign Guardian for Appointment.*  
*Act March 29, 1832.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Henry Wells, of the county of Ellis, in the State of Kansas, respectfully represents: That, by the Probate Court of the county of Ellis, he has been appointed guardian of the person and estate of Thomas Locke, a minor child of John Locke, late of the said county of Ellis, deceased, as by reference to a duly authenticated copy of the record of said Probate Court, hereto annexed, will appear.

That the said Thomas Locke is entitled, under the will of William Fox, late of the township of Antis, in the said county of Blair, deceased, to a legacy of one thousand dollars. The petitioner therefore prays that he may be appointed guardian of the person and estate of said minor in the State of Pennsylvania on his giving security for the due performance of the trust according to the provisions of the Act of Assembly in that behalf. And he will, &c.

January 10, 1875.

HENRY WELLS.

(Append affidavit of truth of petition.)

(11.) *Petition for Appointment of Guardian for Non-resident Minor, by Executor.* *Act April 25, 1850.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Samuel Slade, executor, &c., of William Fox, late of the township of Antis, in the said county of Blair, deceased, respectfully represents: That, by the will of said William Fox, a legacy of one thousand dollars was bequeathed to Thomas Locke, a minor under the age of fourteen, residing in the county of Ellis, and State of Kansas, which said legacy is now within the jurisdiction of this Court being in the possession of the petitioner, who as executor aforesaid is interested in said estate. The petitioner therefore prays a guardian of the said estate of the aforesaid minor be appointed. And he will, &c.

SAMUEL SLADE.

(Append affidavit of truth of petition.)

(12.) *Petition for Appointment of Guardian, where Child is cruelly Ill-treated, Abused, &c. Act June 11, 1879.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of John Jones respectfully represents: That, at the January Term last, of the Court of Quarter Sessions of the county aforesaid, one Peter Smith was arraigned and convicted under the fourth Section of an Act of Assembly, approved the 11th day of June, A. D. 1879, for permitting his daughter, Mary Smith, a minor child under the age of fifteen years, to dance in a concert saloon, where wines or spirituous or malt liquors were sold or given away, contrary to the said Act of Assembly in such case made and provided, as appears by the record of the said Court. That the said Peter Smith was duly sentenced by the said Court to pay a fine of one hundred dollars and costs of prosecution, and that in default of payment thereof he was committed to the jail of the said county, where he yet remains (or as may be, stating the facts in the case); and that he is without any particular religious persuasion as near as can be ascertained. Your petitioner further showing that the said Peter Smith is not a proper person to have the care, custody, or control of his said daughter, prays the Court for the appointment of a proper guardian for the person of the said minor, and suggests Aaron Hope, who has consented to act as such guardian, as being a proper person (or "that such child may be placed in an asylum or home for children with the powers of a guardian of the person of said minor, and suggests ——— as being a proper place for that purpose"), and that an order may be made directing the said Peter Smith to pay such a reasonable sum towards the maintenance of the said child, and at such times and in such amounts as the Court may see fit. And he will ever pray, &c.

JOHN JONES.

(Append affidavit of truth of petition.)

(For Form of Bond of Guardian at Appointment, see BONDS.)

(13.) *Form of Certificate to Guardian.*

State of Pennsylvania,        }  
County of Blair,        } ss.

I hereby certify that at an Orphans' Court held at Hollidaysburg in and for the county aforesaid, on the twentieth day of January,

A. D. one thousand eight hundred and seventy-five, before the Honorable John Dean, President, and his associates, Judges of the said Court:

In the matter of the estate of Henry Holt, minor child of James Holt, late of the city of Altoona, county and State aforesaid, deceased:

On petition, the aforesaid Court appointed Martin Runk guardian of the person and estate of the said minor, over (or under) the age of fourteen years, and required bond and surety in ten thousand dollars. Bond filed and approved on the day of the date aforesaid.

Witness my hand and the seal of the said Court, this twenty-second day of January, A. D. one thousand eight hundred and seventy-five.

JAMES P. STEWART,  
Clerk.

(14.) *Form of Guardian's Inventory. Act March 29, 1832.*

Inventory of Martin Runk, guardian of the person and estate of Henry Holt, minor child of James Holt, late of the city of Altoona, county of Blair, deceased.

Cash received from William Woods, administrator of James Holt, deceased	\$4000 00
Promissory note of H. H. Hunt, due January 20, 1877, with interest from January 20, 1874	1000 00
	<u>\$5000 00</u>

Blair County, ss.

Personally appeared before me, Martin Runk, guardian of Henry Holt, a minor child of James Holt, late of the county aforesaid, deceased, who, being duly sworn, says that the foregoing is a just and true inventory and statement of all the property and estate of the said minor, which has come into his hands or possession or into the hands or possession of any person for him, to the best of his knowledge and belief.

MARTIN RUNK.

Sworn and subscribed to before me this nineteenth day of February, A. D. 1875.

JAMES P. STEWART,  
Clerk of Orphans' Court.

(15.) *Triennial Account of Guardian. Act 29 March, 1832.*

Triennial account of Martin Runk, guardian of the person and estate of Henry Holt, minor child of James Holt, late of the city of Altoona, county of Blair, deceased.

The guardian charges himself as follows, viz:

1875.

Feb. 19. To amount of inventory filed . . . \$5000 00

1877.

Jan. 20. To interest on \$4000 for 1 year and 11 mos. . 460 00

" " To interest on \$1000 for 2 years. . 120 00

---

\$5580 00

---

Guardian claims credit as follows, viz:

1875.

Feb. 19. By cash paid to Clerk of Orphans' Court for certificate of appointment and filing inventory \$1 00

Sept. 1. By cash paid John Jones for ward's boarding 100 00

" " " " " Henry Hawk, tuition and school-books . . . 60 00

1878.

Feb. 1. By cash paid for boarding and tuition of ward 300 00

" " " " " Alfred E. Goetz, bills of clothing for ward . . . 125 00

" " " " " for ward's travelling expenses . 50 00

" " " " " H. T. Heinsling, counsel fees . 50 00

" " " " " clerk for filing this account 50

" " Compensation to guardian . . . 200 00

" " Balance due the estate . . . 4693 50

---

\$5580 00

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Blair County, ss.

Martin Runk, being duly sworn according to law, says that the foregoing is a correct account of his management of his trust as guardian of the estate of the above-named Henry Holt, to January 20, A. D. 1878.

MARTIN RUNK.

Sworn and subscribed to before me this first day of February, A. D. 1878.

JAMES P. STEWART,  
Clerk of Orphans' Court.

(16.) *Guardian's Final Account. Act March 29, 1832.*

The final account of Martin Runk, guardian of the person and estate of Henry Holt, minor child of James Holt, late of the city of Altoona, county of Blair, deceased; said minor having arrived at the full age of twenty-one years.

Guardian charges himself as follows, viz:

1875.					
Feb. 19.	Amount of inventory filed	.	.	.	\$5000 00
1877.					
Jan. 20.	Interest on \$4000 for 1 year and 11 mos.	.	.	.	460 00
" "	Interest on \$1000 for 2 years	.	.	.	120 00
1880.					
Jan. 20.	Interest on \$5000 for 3 years	.	.	.	900 00
					<hr/>
					<u>\$6480 00</u>

Guardian claims credit as follows, viz:

1875.					
Feb. 19.	By cash paid to Clerk of Orphans' Court for certificate of appointment and filing inventory				\$1 00
Sept. 1.	By cash paid John Jones for ward's boarding				100 00
" "	" " " " Henry Hawk, tuition and school-books	.	.	.	60 00
1878.					
Feb. 1.	By cash paid for boarding and tuition of ward				300 00
" "	" " " " Alfred E. Goetz, bills of clothing for ward	.	.	.	125 00
" "	" " " " for ward's travelling expenses	.			50 00
" "	" " " " H. T. Heinsling, counsel fees	.			50 00
" "	" " " " clerk for filing triennial account	.			50
1880.					
Jan. 21.	By cash paid Professor John Henry, boarding, tuition, and school-books	.			300 00
" "	" " " " Alexander Scheeline, clothing, &c.				175 00
" "	" " " " First Baptist Church, pastor's salary, &c.	.	.	.	35 00
" "	" " " " Dr. William S. Ross for medical attendance	.	.	.	20 00
" "	" " " " Register for filing this account	.			9 50
" "	Compensation to guardian	.	.	.	350 00
" "	Balance due the estate	.	.	.	4904 00
					<hr/>
					<u>\$6480 00</u>

Blair County, ss.

Martin Runk, being duly sworn according to law, says that the foregoing is a full and complete account of his management of the estate of the above-named Henry Holt under his care.

MARTIN RUNK.

Subscribed and sworn to, &c.

JAMES P. STEWART,  
Clerk of Orphans' Court.

(17.) *Petition to change Guardian. Act March 29, 1832.*

To the Honorable the Judges, &c.

The petition of Henry Holt respectfully represents: That the petitioner is a minor child of James Holt, late of the city of Altoona in said county, deceased, and a resident within said county. That on the second day of June, A. D. one thousand eight hundred and seventy-five, this Court appointed Martin Runk guardian of the person and estate of the petitioner, he being then under the age of fourteen years, that he has now arrived at the age of fourteen years, and prays that he be permitted to make choice of a guardian for his person and estate. And he will, &c.

March 24, 1880.

HENRY HOLT.

(18.) *Petition for Removal of Guardian. Act March 29, 1832.*

To the Honorable the Judges, &c.

The petition of Henry Holt by his next friend Charles Charles respectfully represents: That he is a minor child of James Holt, late of the city of Altoona, in the county of Blair, deceased. That on the twentieth day of January, A. D. 1875, Martin Runk was by this Court appointed guardian of the person and estate of the petitioner, and that property of the petitioner to the amount of four thousand dollars passed into the hands of the said guardian, as appears by an inventory of said estate filed in the office of the Clerk of this Court on the nineteenth day of February, 1875; that the said guardian is mismanaging your petitioner's estate, by (here state how particularly) (or "misconducting himself in respect to the maintenance, education, and moral interest of the petitioner in that," &c., state particulars).

The petitioner therefore prays that on due proof of the allegations of this petition the said Martin Runk be removed from his trust as guardian aforesaid, and that such other order and decree be made

touching the premises as the interests of the petitioner may require.  
And he will, &c.

HENRY HOLT,

By CHARLES CHARLES.

(Append affidavit of truth of petition.)

(19.) *Order under above Petition citing Guardian.*

*Act March 29, 1832.*

Now, ———, 18—, the within petition read and considered, and the Court direct a citation to be issued to the said Martin Runk to appear before this Court on the ——— day of ——— next, at ——— o'clock, to show cause why he should not be removed from his guardianship of the said Henry Holt, and to abide all orders and decrees of the Court in the premises.

(20.) *Decree under above Petition. Acts March 29, 1832;*

*May 1, 1861.*

In the matter of the application of Henry Holt by his next friend Charles Charles, for the removal of Martin Runk, guardian, &c., of said minor.

And now ———, 18—, the within petition read and considered, and the Court being satisfied of the truth of the statements therein contained, do order and decree that the appointment of the said Martin Runk as aforesaid be vacated, and that he be removed from his trust as guardian aforesaid, and that Henry George be appointed guardian of the person and estate of the said Henry Holt, he, the said Henry George, to enter into bond to the Commonwealth in the sum of eight thousand dollars, with sureties, to be approved by the Court, conditioned for the performance of his trust as guardian aforesaid. And it is further ordered and decreed that the said Martin Runk do deliver over and pay to the said Henry George all and every the goods, chattels and property, money, estate, and effects of the said Henry Holt in his hands.

(21.) *Petition of Guardian for Discharge. Act March 29, 1832.*

To the Honorable, &c.

The petition of Martin Runk, guardian, &c., of Henry Holt, a minor child of James Holt, late of the city of Altoona, in said county, deceased, respectfully represents: That on the twentieth day of January, A. D. 1875, he was by this Court appointed guardian of the person and estate of the said Henry Holt, since which

time he has continued so to act, and has received of the minor's estate the sum of five thousand dollars, and has expended on account of said minor, to this period, the sum of fifteen hundred dollars, leaving in his hand a balance of three thousand five hundred dollars due said minor, as will fully and particularly appear by the account of the management of the said trust which is herewith submitted to the Court; and that the said Henry Holt is still a minor.

The petitioner further represents that he is desirous, by reason of (state the reasons), to be relieved from the said trust, and he therefore prays to be discharged from the duties of his appointment as guardian aforesaid, upon his surrendering the residue of the estate standing upon his account to a subsequent guardian of said minor, or to such other person as the Court shall appoint to receive the same. And he will, &c.

MARTIN RUNK.

(Append affidavit of truth of petition.)

(22.) *Order of Court on above Petition, discharging Guardian without Auditors. Act March 29, 1832.*

Now, ———, 18—, the within petition read and considered, and the account of the said guardian having been examined by the Court, and the appointment of auditors for that purpose not found necessary; the said account is confirmed, and the said Martin Runk is discharged from the duties of his appointment, upon his surrendering the residue of said estate standing upon said account, to wit, the sum of three thousand five hundred dollars to William Ward, who is now appointed guardian of said Henry Holt.

BY THE COURT.

(23.) *Order of Court on above Petition appointing Auditors. Act March 29, 1832.*

Now, ———, 18—, the within petition read and held under advisement, and the account accompanying the same is submitted for examination to J. Horace Smith, W. I. Woodcock, and John A. Kyle, Esqs., auditors, and A. S. Landis, Esq., is appointed to appear and act for said ward in respect to the settlement of the same.

BY THE COURT.



(24.) *Order under above Petition discharging Guardian after Report of Auditors. Act March 29, 1832.*

Now, ———, 18—, the report of J. Horace Smith, W. I. Woodcock, and John A. Kyle, Esqs., auditors to examine the account of Martin Runk, guardian, &c., of Henry Holt, a minor child of James Holt, deceased, showing the residue of the estate standing upon said account to be three thousand five hundred dollars, having been read, is confirmed by the Court, the said Martin Runk is discharged from the duties of his appointment, upon his paying said residue to William Ward, now appointed guardian of said Henry Holt.

(25.) *Petition of Foreign Guardian for permission to Remove Property of Ward. Act April 21, 1856.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Henry Wells, of the county of Ellis, and State of Kansas, respectfully represents: That he is guardian of Thomas Locke, a minor child of John Locke, late of the said county of Ellis and State of Kansas, deceased, and that the petitioner and his ward both reside in the aforesaid county of Ellis.

That under the will of William Fox, late of the township of Antis, in the said county of Blair, Thomas Locke is entitled to the sum of one thousand dollars, which sum of money is now in the possession of Samuel Slade, a resident of Blair County aforesaid, and executor, &c., of the said William Fox, deceased.

The petitioner exhibits herewith from the Probate Court of the said county of Ellis, certificates as provided by Acts of Congress in that behalf, that he has given bond and security as guardian in the said Court, in the sum of two thousand dollars, and by the will of the said William Fox, a copy whereof is herewith exhibited, he shows that the removal of the said sum of one thousand dollars will not conflict with the terms or limitations attending the right by which the said Thomas Locke owns the same; and further showing that an Act similar to that under which this application is made exists in the State of Kansas, he prays the proof may be adjudged to be satisfactory, that he has given bond and security as aforesaid, and that the removal of said property will not conflict with the terms or limitations aforesaid, in order that he may

demand and sue for, and remove said property to the aforesaid place of residence of himself and ward. And he will, &c.

HENRY WELLS.

(Append affidavit of truth of petition.)

(26.) *Order of Court under above Petition. Act April 21, 1856.*

Now, ———, 18—, the within petition read and considered, and the Court being satisfied that the statements therein contained are true, and having found upon examination that the Act of Assembly in that behalf has been fully complied with, and being of the opinion that the removal of the said sum of one thousand dollars will not conflict with the terms and limitations attending the right by which the said Thomas Locke owns the said property or sum of money, and being further satisfied that an Act similar to the said Act exists in the said State of Kansas, the said Henry Wells is authorized to demand and sue for and remove said property or legacy aforesaid to the said county of Ellis and State of Kansas.

BY THE COURT.

(27.) *Petition for Authority to pay Legacy, &c., to Guardian of a Minor residing out of the State. Act May 25, 1871.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Henry Hammers, executor, &c., of John Hammers, late of the township of Antis, in said county, deceased, respectfully represents: That the said John Hammers died about the tenth day of June, A. D. 1879, testate, that, by his will, which was duly proved on the twentieth day of the same month, he bequeathed, amongst other things, a legacy of three thousand dollars to his son Jacob Hammers, and also therein appointed the petitioner the executor thereof, to whom letters testamentary have been granted; that the said sum is in the possession of the petitioner as executor aforesaid, and more than a year having elapsed since the death of the said John Hammers (or as may be), the petitioner is desirous of paying the same to the said Jacob Hammers. That the said Jacob Hammers is a minor, and resides in the county of Ellis and State of Kansas, and that Thomas Walters, of said Ellis County, has been by the Probate Judge of said county appointed guardian, &c., of said minor; the petitioner therefore showing, by the certificate of the said Probate Judge, that the said guardian has

given security, under approval of said Probate Judge, by bond, in the sum of six thousand dollars for the faithful appropriation of the said legacy, prays that this Court will make an order authorizing the petitioner to pay over the said legacy to the said Thomas Walters, guardian, &c., of the said Jacob Hammers. And he will, &c.

HENRY HAMMERS,

(Append affidavit of truth of petition.)

Executor, &c.

(28.) *Notice to Resident Guardian of intended Application for his Discharge. Act April 21, 1856.*

To Samuel Slade, guardian, &c., of Thomas Locke, a minor child of John Locke, late of the county of Ellis and State of Kansas, deceased.

SIR: Notice is hereby given you that, on the first Monday of June next an application will be made to the Orphans' Court of Blair County, for an order discharging you as resident guardian of said Thomas Locke, and for delivering into the possession of the undersigned, who has been appointed guardian of the said Thomas Locke by the Probate Court of the said county of Ellis, all property of whatever kind belonging to the said minor.

HENRY WELLS.

(29.) *Petition for the Discharge of a Resident Guardian. Act April 21, 1856.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Henry Wells, of the county of Ellis and State of Kansas, respectfully represents: That he is guardian of Thomas Locke, a minor child of John Locke, late of the said county of Ellis and State of Kansas, deceased, and that the petitioner and his ward both reside in the aforesaid county of Ellis.

That the petitioner herewith exhibits from the Probate Court of the said county of Ellis an exemplification of record in the above-stated matter as fully as the same appears relative to his appointment, &c., and authenticated as required by Act of Congress in that behalf.

That Samuel Slade, residing in the said county of Blair, was, on the ——— day of ———, A. D. 18—, appointed by this Court guardian of the estate of the said Thomas Locke. That notice of the intended presentation of this petition was served upon the said

Samuel Slade as shown by a copy of said notice, and proof of service thereof, hereto annexed; and that an Act similar to that under which this application is made is in force in the State of Kansas.

The petitioner therefore prays that an order may be made discharging the said Samuel Slade as guardian as aforesaid, and authorizing the delivery and passing over the estate of the said Thomas Locke in his possession to the petitioner; and that such other suitable orders may be made in the premises as to this Court shall seem advisable. And he will, &c.

HENRY WELLS.

(Append affidavit of truth of petition.)

(30.) *Petition of Guardian for Allowance to Minor for Past and Future Support. Act March 29, 1832.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of James Smith respectfully represents: That he was, on the ——— day of ———, appointed guardian of the person and estate of John Jones, a minor child of Sarah Jones, late of the borough of Hollidaysburg, in said county of Blair, deceased. That the said minor, under the will of his maternal uncle Henry Hodge, is entitled to the sum of five thousand dollars, the which sum has been paid to your petitioner, and which has been so invested as to furnish an income of two hundred and fifty dollars per year; and that the said minor has no other estate (or as may be, with the income).

That the said minor is now twelve years of age, and resides with his father Thomas Jones, in the borough of Hollidaysburg aforesaid, a shoemaker, who possesses no real estate, and is not of sufficient ability to support and educate the said minor according to his future expectations in life, regard being had to the value of his estate and circumstances; and that the said guardian has since his appointment paid to the father of the said minor the entire income aforesaid, for the maintenance and education of the latter, and which sum has been so expended as will appear by proper vouchers hereto attached.

Your petitioner further represents that the aforesaid income is not sufficient for the proper support, maintenance, and education of the said minor, in the future; and that the sum of three hundred

and fifty dollars per year would be a reasonable allowance for such purpose.

He therefore prays that the expenditures heretofore made for the said minor, by him, be approved by the Court, and that such other order may be made touching the allowance for future expenditures for the purposes aforesaid as shall appear necessary and proper. And he will ever pray, &c.

JAMES SMITH.

(Append affidavit of truth of petition.)

(81.) *Order of Court Appointing Auditor.*

Now, ———, 18—, the within petition read and considered, and the Court appoint J. H. Smith, Esq., auditor, to whom the same is referred to investigate the facts therein contained, and make report thereon.

(32.) *Final Order on Above Petition and Report.*

In the Orphans' Court of Blair County.

In the matter of the petition of James Smith, guardian of the estate of John Jones, for allowance for his maintenance and education.

Now, ———, A. D. 18—, the report of J. H. Smith, Esq., auditor, having been filed and confirmed, it is ordered and decreed that the said James Smith, guardian, be authorized to expend for his ward John Jones the sum of three hundred and fifty dollars annually for his future support, maintenance, and education, out of the income and principal of the legacy in the hands of the said guardian, until otherwise ordered. And it is further adjudged, that the sum heretofore expended by the said guardian for the purposes aforesaid, since the date of his appointment to the present time, to wit, the sum of ——— dollars, was reasonable and necessary, and the same is therefore approved and directed to be allowed as a credit in his final account.

(33.) *Petition by Minor for Allowance. Act March 29, 1832.*

To the Honorable, &c.

The petition of William Williams, a minor child of John Williams, late of the township of Logan and county of Blair, deceased, by his next friend John Johns, respectfully represents: That the said John Williams died on the ——— day of ———, A. D. 18—, leaving the petitioner his infant child, now ten years of

age, to survive him, and without making any adequate provision for his support and education during his minority.

Your petitioner further represents that, under the will of Henry Hand, deceased, he is entitled to a legacy of twelve hundred dollars; which said sum is now in the hands of your petitioner's guardian, Ephraim Fox, and that he has no estate other than said legacy. He therefore prays that a suitable periodical allowance out of the said estate may be directed for the purposes aforesaid. And he will, &c.

WILLIAM WILLIAMS,

By JOHN JOHNS.

(Append affidavit of John Johns of truth of petition.)

(34.) *Petition for Allowance for Repairs, &c. Act March 29, 1832.*

To the Honorable the Judges, &c.

Petition of Edmund Raymond, guardian of Clarence Walk, minor child of Gideon Walk, late of the borough of Newry, county of Blair, deceased, respectfully represents: That the said minor is of the age of fourteen years, that he has personal estate consisting of money in the hands of the petitioner amounting to two thousand dollars; that the income thereof is one hundred and twenty dollars per annum, and which constitutes the whole of the minor's personal estate; that the said minor possesses a tract or piece of land situate in the township of Catherine in said county, containing two hundred and fifty acres; that the buildings upon said tract or piece of land are in a state of dilapidation, and that it will require the expenditure of at least eight hundred dollars to put the same in a tenantable condition. Your petitioner therefore prays that an order be made, authorizing him to expend the said sum of eight hundred dollars, or so much thereof as may be necessary for the purposes aforesaid. And he will ever pray, &c.

EDMUND RAYMOND.

(Append affidavit of truth of petition.)

(35.) *Order of Court. Endorsed on Petition.*

Now, ———, A. D. 18—, the within petition read and considered, the same is referred to W. I. Woodcock, Esq., to investigate the facts therein contained, and make report thereon.

(36.) *Final Order on above Petition.*

In the matter of the petition of Edmund Raymond, guardian of the estate of Clarence Walk, for allowance for repairs and improvements.

Now, ———, A. D. 18—, the report of W. I. Woodcock, Esq., auditor, having been filed and confirmed, it is ordered, adjudged, and decreed that the said Edmund Raymond be authorized to expend the sum of eight hundred dollars for the repair and improvement of the real estate of the said Clarence Walk, as set forth in the petition presented in this case; and that the said sum be taken from the cash in the hands of the said guardian; and that he have credit in his final account for the amount actually expended for the purposes aforesaid.

(37.) *Petition for Allowance to a Minor, a Non-resident.*  
*Act April 13, 1840.*

To the Honorable, &c.

The petition of Alexander Boz, executor, &c., of Thompson Turk, late of the township of Taylor, and county of Blair, deceased, respectfully represents: That, by his last will and testament, the said Thompson Turk bequeathed to one Quincy Queer, a minor, residing in the county of Jefferson, and State of West Virginia, the sum of five hundred dollars; that the said minor has no estate other than the legacy aforesaid, and that the whole of the same is necessary for his support, maintenance, and education.

Your petitioner therefore prays that such order may be made touching the payment of the said legacy for the purposes aforesaid, as in the premises may appear necessary and proper. And he will, &c.

ALEXANDER BOZ.

(Append affidavit of truth of petition.)

(38.) *Petition for Refunding Bond.* *Act April 13, 1859.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Samuel Fox, late guardian of John Jones, a child of Thomas Jones, late of the township of Catherine, said county of Blair, deceased, respectfully represents: That, by his last will and testament, dated the ——— day of ———, A. D. 18—, the said Thomas Jones bequeathed to his minor child, John Jones, a legacy

of two thousand dollars, and by his said will appointed Peter Smith executor. That, upon the payment of the said legacy to the petitioner as guardian of the said John Jones, who was then a minor, the petitioner executed a bond to the said Peter Smith, executor, conditioned to refund the same, according to Act of Assembly in such case made and provided.

That the said John Jones has arrived at the age of twenty-one years, and that the petitioner is desirous of paying him the said sum of two thousand dollars so bequeathed him as aforesaid, and of receiving from the said John Jones a refunding bond, indemnifying him to the amount he may thus pay to the said John Jones.

Your petitioner therefore, showing that he has given such security, prays the Court to make an order requiring the said John Jones to execute a refunding bond or other obligation to indemnify him, the petitioner, as aforesaid. And he will, &c.

SAMUEL FOX.

(Append affidavit of truth of petition.)

(39.) *Order of Court under above Petition.*

Now, ———, 18—, the within petition read and considered, and the Court being satisfied that the statements therein contained are true, it is ordered, adjudged, and decreed that, upon the payment to the said John Jones of the said sum of two thousand dollars in said petition mentioned by the said Samuel Fox, late his guardian, he may require of the said John Jones a refunding bond in the penalty of four thousand dollars with two sufficient sureties, conditioned to indemnify the said Samuel Fox from any loss or damage which he may or shall sustain by reason of the payment to the said John Jones of the aforesaid sum of two thousand dollars.

(For Form of Refunding Bond to Guardian, see BONDS.)

(40.) *Petition to invest Funds of Minor. Act March 29, 1832.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Martin Runk, guardian of Henry Holt, minor child of James Holt, late of the city of Altoona, county of Blair aforesaid, deceased, respectfully represents: That, as guardian aforesaid, he has in his possession and under his control the sum of five thousand dollars, the property of the said minor, which he



is desirous of investing; and being unable to find real estate security for the same, he prays that an order may be made directing the investment of the said sum in the stock or public debt of the United States, or in the public debt of this Commonwealth (or as may be), at such prices and rates of interest, and on such terms of payment as the Court shall think fit. And he will, &c.

MARTIN RUNK.

(Append affidavit of truth of petition.)

(41.) *Petition of Guardian to sell Dilapidated Real Estate.*  
*Act March 29, 1832.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Philip Smith, guardian, &c., of Henry Wackford, a minor child under (or over) the age of fourteen years, of John Wackford, late of the township of Snyder, county of Blair, deceased, respectfully represents: That the said minor is the sole owner of certain real estate situate in the said township of Snyder, described in a statement hereto annexed, and that the same is so unproductive and expensive (or "is in such a state of dilapidation and decay" (state how), that it would be to the interest and benefit of said minor to sell the same; that the petitioner herewith exhibits a true and perfect inventory and conscionable appraisement of all the personal property whatever of the said minor.

He therefore prays the Court to order a sale or mortgage of such part or so much of said real estate as to the Court shall appear necessary. And he will, &c.

PHILIP SMITH.

(For Form of Affidavit and of Exhibits of Real and Personal Estate, &c., to be attached to above petition, see No. 32, EXECUTORS AND ADMINISTRATORS.)

(42.) *Petition by Guardian for Sale of Real Estate for Improvement.*  
*Act March 29, 1832.*

To the Honorable the Judges, &c.

The petition of Ephraim Williams, guardian, &c., of Frederic Trent, a minor child over (or under) the age of fourteen years, of John Trent, late of the borough of Tyrone, county of Blair, deceased, respectfully represents: That the said minor is sole owner of a certain tract or piece of land situate in the township of Snyder,

in the county aforesaid, described in the statement hereto annexed; that the personal estate of the said minor is insufficient for the improvement and repairs of the said real estate as appears by a true and perfect inventory and conscionable appraisement of the same herewith exhibited.

Your petitioner therefore prays the Court to order the sale or mortgage of such parts, or so much of said real estate as may appear necessary for the improvement and repairs of the other parts of the same. And he will, &c. **EPHRAIM WILLIAMS.**

(Append affidavits, &c., as directed by note under Form No. 41.)

(43.) *Petition of Guardian for Sale of Real Estate for Maintenance.*  
*Act March 29, 1832.*

To the Honorable, &c.

The petition of Alexander Voder, guardian, &c., of Sylvester Percy, minor child over (or under) the age of fourteen years, of Grant Percy, late of the borough of Williamsburg, county of Blair, deceased, respectfully represents: That the personal estate of the said minor, a true and perfect inventory and conscionable appraisement of which is hereunto attached, is insufficient for his maintenance and education, and that he is seized in his demesne as of fee of and in certain real estate situate in the county of Blair aforesaid, described in the statement herewith exhibited. The petitioner therefore prays that an order may be made for the sale or mortgage of such part or so much of the said real estate as shall to the Court appear necessary for the purposes aforesaid. And he will, &c.

**ALEXANDER VODER.**

(Append affidavit, &c., as directed by note under Form No. 41.)

(44.) *Order of Court Appointing Auditor on above Petitions for Sale.*  
*Acts March 29, 1832; April 13, 1840.*

Now, ———, A. D. 18—, the within petition read and considered, and the same is referred to S. B. Lysinger, Esq., auditor, to investigate the facts and make report thereon. Ten days' notice of the time and place of hearing to be given to ———, as next friend of said minor (or if over fourteen years, "to said minor").

(For Order of Sale and Return thereto, see **EXECUTORS AND ADMINISTRATORS.**)

(45.) *Petition of Guardian to Sell Unproductive Lands.*  
*Act April 3, 1851.*

To the Honorable, &c.

The petition of Martin Runk, guardian, &c., of Henry Holt, minor child of James Holt, late of the city of Altoona, county of Blair, deceased, respectfully represents: That the said minor is seized in his demesne as of fee of and in a certain tract or piece of land situate in the township of Logan in said county, bounded and described as follows (here describe the premises); and containing one hundred acres with the appurtenances, which said land is entirely unproductive and is not likely to increase in value for the reasons (here state same), and that it would be to the interest of the said minor that the same should be sold.

Your petitioner therefore prays that he may be authorized to make sale of said land. And he will, &c.

MARTIN RUNK.

(Append affidavit of truth of petition.)

(46.) *Petition by Guardian to make Private Sale of Wards' Real Estate.* *Act April 18, 1853.*

To the Honorable, &c.

The petition of Peter Prince, guardian, &c., of William Williams and Walter Williams, minor children of Samuel Williams, late of the city of Altoona, county of Blair, deceased, respectfully represents: That the said Samuel Williams died on or about the first day of July, A. D. 1884, intestate, leaving to survive him his widow Jane Williams, a son, Henry Williams, and the wards of your petitioner, all residents of the said county of Blair. That letters of administration were issued to the said Jane Williams by the Register of Wills of said county, on or about the tenth day of July aforesaid, and that your petitioner was by this Court appointed guardian of the said minor children on the first day of August following, that the said minors are seized of an equal undivided one-third interest each in a certain lot of ground situate in the said city of Altoona (here give description of premises), and that the other one-third undivided interest is owned by their brother Henry Williams, who is of the age of twenty-one years; and that the said lot of ground is subject to the dower interest of the widow of the said Samuel Williams, the entire title to said lot of ground being therefore vested in Jane Williams, widow, Henry Williams, afore-

said, and your petitioner as guardian of the said minor children of Samuel Williams, deceased, and that title to the same was acquired from the said Samuel Williams by descent. That Mason Masters, of said city, has made an offer for the purchase of the entire title to the said lot of ground for the price or sum of three thousand dollars, and that the said Jane Williams, widow, and Henry Williams, have agreed with the said Mason Masters for the sale of their interest aforesaid in the said lot of ground, provided an order can be obtained from this Honorable Court for the sale of the undivided interest of the said minors for their proportionate share of the said sum of three thousand dollars, to wit, the sum of two thousand dollars; that your petitioner believes the price or sum so offered is a better and a higher price than can be obtained at public sale, and that it is to the interest of all the owners of the said lot of ground that the said sale be carried into effect.

The petitioner therefore prays the Court that an order be made authorizing him, in conjunction with the other owners aforesaid, to grant and convey to the said Mason Masters the said lot of ground on the terms hereinbefore mentioned. And he will, &c.

PETER PRINCE.

(Append affidavit of truth of petition.)

*Declaration of Widow and Heirs of Full Age under above Petition.*

We, Jane Williams and Henry Williams, being, with the minors in the foregoing petition named, all the parties interested in the premises therein described, do hereby declare that we have read the said petition and believe the statements therein made to be true. We do further declare that we are satisfied with the said proposed sale, and believe that it is to the interest and benefit of all the parties interested in the said premises that the sale be made upon the terms as in said petition stated.

JANE WILLIAMS,  
HENRY WILLIAMS.

*(47.) Order of Court Endorsed on above Petition.*

Now, October first, A. D. 1884, the within petition read and considered, and the same is referred to E. M. Amies, Esq., examiner, to investigate the facts and make report thereon, with notice to A. J. Anderson as next friend of the minors.

BY THE COURT.

(48.) *Certificate of Appointment of Examiner under above Petition.*  
Blair County, ss.

I certify that, at an Orphans' Court held at Hollidays-  
[SEAL.] burg, in and for the county aforesaid, on the first day of  
October, A. D. one thousand eight hundred and eighty-  
four, before the Honorable John Dean, President, and his Asso-  
ciates, Judges of the said Court, in the matter of the estate of  
William Williams and Walter Williams, minors, the annexed peti-  
tion was referred to E. M. Amies, Esq., to inquire and report to the  
Court as to the propriety of the sale as prayed for, to authorize and  
empower Peter Prince, the guardian of the said minors, to make a  
private sale of the undivided interest of the real estate of the said  
minors as therein set forth.

Witness my hand and the seal of the said Court, this second day  
of October, A. D. one thousand eight hundred and eighty-four.

C. B. BOWERS,

Dep. Cl'k O. C.

E. M. Amies, being duly sworn according to law, says he will  
perform the duty of the above appointment with fidelity.

E. M. AMIES.

Sworn and subscribed to before me, this second day of October,  
A. D. 1884.

C. B. BOWERS,

Dep. Cl'k O. C.

(49.) *Notice of Examiner to Parties in Interest.*

In the matter of the petition of Peter Prince, guardian of William  
Williams and Walter Williams, minor children of Samuel  
Williams, late of the city of Altoona, county of Blair,  
deceased, for the sale of real estate of said minors.

The undersigned, appointed examiner by the Orphans' Court of  
the county of Blair, to inquire and report on the propriety of said  
sale, will meet the parties interested at his office No. 1321 Eleventh  
Avenue in the city of Altoona on Tuesday, the third day of  
November next, at ten o'clock A. M.

E. M. AMIES,

October 4, 1884.

Examiner.

We, the parties in interest, accept service of the above notice.

JANE WILLIAMS,  
HENRY WILLIAMS,  
PETER PRINCE,  
A. J. ANDERSON.

(50.) *Report of Examiner in Favor of Private Sale under  
above Petition.*

In the matter of the petition of Peter Prince, guardian of William Williams and Walter Williams, minor children of Samuel Williams, late of the city of Altoona, county of Blair, deceased, for the private sale of the undivided interest of the said minors in a certain lot of ground situate, &c. (here describe the premises), and more particularly described in said petition, an exemplification of which is hereto annexed.

To the Honorable the Judges of the Orphans' Court of Blair County.

The examiner, appointed by the said Court to report on the propriety of the said sale as appears by the certificate hereto annexed, respectfully reports: That having notified the parties interested of the time and place fixed for hearing, which notice, with their acceptance thereof, is hereto annexed (or as may be), he was, at the time and place appointed, attended by all the parties in interest (or as may be), whereupon the following facts were developed (here set out fully the facts as shown at the hearing).

The examiner therefore respectfully reports, that the sale of the undivided interest of the said minors, William Williams and Walter Williams, in the said premises above described to the said Mason Masters in the manner, and upon the terms prayed for in said petition, will be for the interest and advantage of the said minors, and of all parties interested therein.

Respectfully submitted,

E. M. AMIES,

November 10, 1884.

Examiner.

(51.) *Decree of Court authorizing Sale.*

Now, November 20, 1884, the report of E. M. Amies, Esq., examiner appointed by the Court to investigate the facts set forth in the petition of said guardian and make report thereon, having been filed and confirmed, recommending that the prayer of the petitioner be granted, and the Court having given the matters and things in said petition contained full and careful consideration and investigation, and being of the opinion that it is for the interest and advantage of the said minors, that their interest in the said premises should be sold as prayed for, and that such sale may be

made without injury or prejudice to any trust or charity, or any purpose for which said lands are held; and without violating any law which may confer any immunity or exemption from sale, or alienation; and the Court being further of the opinion that a better price can be obtained at private than at public sale, and the said Peter Prince, guardian as aforesaid, having given security for the faithful performance of his duties as guardian in the premises, and for the faithful application of the moneys to be received from the said sale, according to his said trust and the decree of the Court in that behalf, which said security has been approved by the Court; the Court do now approve and decree a private sale of all the estate, right, title, interest, property, claim, and demand, of the said William Williams and Walter Williams, minor children of Samuel Williams, deceased, and the estate, right, title, interest, property, claim, and demand, held by the said Peter Prince, guardian aforesaid, in trust for his said wards, of, in, to, and out of the said lot of ground to Mason Masters upon the following terms and conditions, that is to say (here set out the same). Deed to be made and executed, and after its acknowledgment in open Court to be delivered by the said guardian to the said purchaser, his heirs and assigns.

BY THE COURT.

(52.) *Return of Guardian of Private Sale.*

In the Orphans' Court of Blair County.

In the matter of the application of Peter Prince, guardian, &c., of William Williams and Walter Williams, minor children of Samuel Williams, late of the city of Altoona, county of Blair, deceased, for order of Court to sell the real estate of the said minors.

Peter Prince, guardian aforesaid, respectfully reports and returns: That, in pursuance of a decree made by this Honorable Court on the twentieth day of November, A. D. 1884, authorizing and directing a private sale of the interest of the said minor children in the real estate of the said decedent, he has sold the right, title, and interest of the said William Williams and Walter Williams, the minor children aforesaid, in and to all that certain lot of ground situate in the said city of Altoona, and being fully described in the application aforesaid, for the sum of two thousand dollars on the terms prescribed in said order of sale; which said sale, so made as aforesaid, the said guardian prays may be confirmed by the Court,

and that he be permitted to acknowledge the deed to the said purchaser according to the provisions of the Act of Assembly in that behalf made and provided

PETER PRINCE,

January 15, 1885.

Guardian.

(Append affidavit of truth of petition.)

(53.) *Final Decree of Court Endorsed on Return.*

Now, January 15, A. D. 1885, the within return read and considered, and it is ordered and decreed that the sale made as therein stated be ratified and confirmed, and that the premises sold be and remain unto Mason Masters, the purchaser, his heirs and assigns, firm and stable forever. And it is further ordered and decreed that the said Peter Prince, guardian as aforesaid, acknowledge in open Court a deed for the said premises, and that upon receiving from the said purchaser the purchase-money and securities, a delivery of the said deed be made to the said purchaser; and that the costs of this proceeding be paid out of the funds in the hands of the said guardian.

BY THE COURT.

NOTE —The form of the above petition, and the forms subsequent and belonging thereto, may, with but slight changes, be employed by a guardian in an application to a Court of Common Pleas, for sale of ward's real estate under the same Act, viz: Act April 18, 1853.

(54.) *Petition of Guardian for Permission to Let Land of Ward on Ground-rent. Act March 16, 1847.*

To the Honorable, &c.

The petition of Martin Runk, guardian, &c., of Henry Holt, minor child of James Holt, late of the city of Altoona, county of Blair, deceased, respectfully represents: That his said ward is the sole owner of a certain lot of vacant ground situate on Eightieth Avenue between Eighty-first and Eighty-second Streets, in the said city of Altoona, fronting fifty feet on the said Eightieth Avenue, and extending in length or depth of that width, one hundred and twenty feet to an alley.

Your petitioner further showing that the said lot of ground is unproductive and expensive, yielding no revenue whatever, and that it will be to the interest of the said minor that the same should be let on ground-rent, prays the Court to make a decree, authorizing him to let the same on ground-rent, and execute the proper and necessary deeds therefor, reserving thereout such yearly rent as to



the Court may seem reasonable and just, and making the principal or consideration money to become payable after the period at which the said minor shall become of full age. And he will ever pray, &c.

MARTIN RUNK.

(Append affidavit of truth of petition.)

(55.) *Petition by Ward for Execution against Guardian.*  
*Act March 29, 1832.*

To the Honorable, &c.

The petition of Henry Holt respectfully represents: That the final account of Martin Runk, guardian of the petitioner, was confirmed by this Court on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, showing a balance due the petitioner from the said Martin Runk of \_\_\_\_\_ dollars; that the petitioner has now arrived at the age of twenty-one years, and although he is entitled to receive said sum, yet the said guardian has neglected and refused to pay the same or any part thereof to your petitioner, though frequently requested so to do.

The petitioner therefore prays the Court to award him an execution in the nature of a *faci facias* against the said Martin Runk, to collect the amount so due him, with interest thereon and costs. And he will, &c.

HENRY HOLT.

(Append affidavit of truth of petition.)

(For Form of Release to Guardian by Ward, see RELEASE.)

## HABEAS CORPUS.

A WRIT OF HABEAS CORPUS is an order in writing, signed by the Judge who grants the same, and sealed with the seal of the Court of which he is Judge, issued in the name of the sovereignty where it is granted, by such a Court or a Judge thereof, having lawful authority to issue the same, directed to any one having a person in custody or under restraint, commanding him to produce such person at a certain time and place, and to state the reasons why he is held in custody or under restraint.

The habeas corpus act has been substantially incorporated into the jurisprudence of every State in the Union, and the right to the writ has been secured by most of the constitutions of the States, and of the United States. Pennsylvania has provided in her constitution that "the privilege of the writ of habeas corpus shall not be suspended, unless when, in cases of rebellion and invasion, the public safety may require it." It is procured by petition (accompanied by affidavit) to the Court, or to a Judge in vacation, who awards it of course, on which the body of the prisoner

is produced at the return day of the writ. The Judge or Court, before whom the prisoner or person restrained of his liberty is brought on a habeas corpus, examines the return and papers, and if no legal cause be shown for the imprisonment or restraint, or if it appear, although legally committed, he has not been prosecuted or tried within the periods required by law, or that, for any other cause, the imprisonment cannot be legally continued, the prisoner is to be discharged from custody.

For those offences which are bailable, when the prisoner offers sufficient bail, he is to be bailed.

He is to be remanded in the following cases: 1st. When it appears he is detained upon legal process out of some Court having jurisdiction of criminal matters; 2d. When he is detained by warrant, under the hand and seal of a magistrate, for some offence for which, by law, the prisoner is not bailable; 3d. When he is a convict in execution, or detained in execution by legal civil process; 4th. When he is detained for a contempt, specially and plainly charged in the commitment, by some existing Court having authority to commit for contempt; and 5th. When he refuses or neglects to give the requisite bail in a case bailable of right. The Judge is not confined to the return, but he is to examine into the causes of the imprisonment, and then he is to discharge, bail, or remand, as justice shall require. 2 Kent, Com. 26.

(1.) *Petition for Habeas Corpus, where the Petitioner is under arrest on Criminal Process.*

To the Honorable J. D., President Judge (or as may be) of the Court of Common Pleas for the county of ———.

The petition of J. J. respectfully sheweth: That your petitioner is confined unjustly (as he apprehends) in the jail of the county aforesaid (or as may be), for some criminal or supposed criminal matter, as appears by a copy of the warrant of the commitment hereto annexed. To be relieved from which imprisonment your petitioner now applies, praying that a writ of habeas corpus may be issued, according to the Act of Assembly in such case made and provided, so that your petitioner may be brought before your Honor, to do, submit to, and receive whatsoever may be right in that behalf. And he will, &c.

J. J.

(Append affidavit of truth of above petition.)

(2.) *Where Petitioner is under arrest on Civil Process.*

To the Honorable J. D., President Judge (or as may be) of the Court of Common Pleas for the county of ———.

The petition of J. J. respectfully sheweth: That your petitioner is unjustly held and detained in custody by, &c. (as may be the case), of ——— county, who refuses to discharge him and set him at liberty, and that your petitioner is not held by virtue of any commitment for any criminal or supposed criminal matter. Your

petitioner therefore prays that your Honor will direct to be issued a writ of habeas corpus, returnable forthwith, agreeably to the Act of Assembly, in such case made and provided, against the said ———, or such other person in whose custody your petitioner may be found, that cause may be shown, if any exist, why he should be thus detained or confined. And he will, &c. J. J.

(Append affidavit of truth of above petition.)

(3.) *By a Parent for a Child.*

To the Honorable J. D., President Judge (or as may be) of the Court of Common Pleas for the county of ———.

The petition of J. J. respectfully sheweth: That your petitioner's daughter, M. J., aged ——— years, is restrained of her liberty by, &c., of ———, and that she is not detained for any criminal or supposed criminal matter. The petitioner therefore prays your Honor to grant a writ of habeas corpus, agreeably to the Act of Assembly in such case made and provided, to bring up the body of the said M. J., to do, submit to, and receive whatsoever may be right in that behalf. And he will ever pray, &c. J. J.

(Append affidavit of truth of above petition.)

(4.) *Where Petitioner is deprived of Liberty by his Master or any other Person.*

To the Honorable J. D., President Judge (or as may be) of the Court of Common Pleas for the county of ———.

The petition of J. J. respectfully sheweth: That he is now restrained of his liberty by X. X., illegally and wrongfully, for no criminal or supposed criminal matter. He therefore prays your Honor to grant a writ of habeas corpus, directed to the said X. X., commanding him to bring before your Honor, his, the petitioner's body, to do as and abide such order as your Honor may direct. And he will, &c. J. J.

(Append affidavit of truth of above petition.)

(5.) *Ad Testificandum.*

To the Honorable J. D., President Judge (or as may be) of the Court of Common Pleas for the county of ———.

The petition of O. O., of the ———, respectfully sheweth: That your petitioner is the party ——— in a cause now pending before

your honorable Court (or as may be), in which a certain V. V. is the ———; that the said cause will come on for trial on the ——— day of ———, 18—, at ———; and that W. W., a prisoner under custody of X. X., keeper of the ——— prison, is a material witness for your petitioner. The petitioner therefore prays the Court to award a writ of habeas corpus, directed to the said X. X., requiring him to produce the body of the said W. W. before your honorable Court to testify on behalf of your petitioner.

O. O.,

By his Attorney Z. Z.

(6.) *Writ of Habeas Corpus ad subjiciendum, &c.*

——— County, ss.

The Commonwealth of Pennsylvania to X. X. greeting: We command you that the body of J. J., under your custody detained (as it is said), by whatsoever name he may be charged, together with a return of the day of his commitment and the cause of his detention, you have before the Honorable J. D., one of the Judges of our county Court of Common Pleas, at his chamber in the ———, immediately after the receipt of this writ, then and there do and be subject to whatsoever our said Judge shall consider in that behalf; and have you then and there this writ.

Witness the Honorable J. D., President Judge of our said Court, at ——— aforesaid, this ——— day of ———, A. D. one thousand eight hundred and ———.

(7.) *Writ of Habeas Corpus ad testificandum.*

——— County, ss.

The Commonwealth of Pennsylvania to the sheriff of the said county greeting: We command you that the body of W. W., in our prison, under your custody, detained (as it is said), under safe and secure conduct, by whatsoever name he, the said W. W., may be charged in the same, you have before our Judges of our county Court of Common Pleas, at a Court to be held at ———, the ——— day of ——— next, to testify the truth according to his knowledge in a certain cause in our said Court, before our said Judges, depending, and then and there to be tried, wherein O. O. is plaintiff and V. V. is defendant; and that, immediately after the said W. W., his testimony before our said Judges shall give, you return him to our said prison, &c.; and have you then and there this writ.

Witness the Honorable J. D., President Judge of our said Court, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. one thousand eight hundred and \_\_\_\_\_.

(8.) *Return to Writ where Petitioner is in custody.*

To the Honorable J. D., President Judge (or as may be) of the Court of Common Pleas for the County of \_\_\_\_\_.

X. X., the defendant in the within mentioned writ, for return thereto, respectfully submits to your Honor that the said J. J., therein named, is confined and restrained of his liberty by the said X. X.; but the said X. X. alleges that the said J. J. is so restrained lawfully by virtue of (here set out the authority for detaining the petitioner). Wherefore the said X. X. has here before your Honor the body of the said J. J., together with the said writ, as therein he is commanded.

X. X.

(9.) *Return of Writ where Petitioner is not in custody.*

To the Honorable J. D., President Judge (or as may be) of the Court of Common Pleas for the county of \_\_\_\_\_.

X. X., the defendant in the within writ mentioned, for return thereto, respectfully submits to your Honor that the said J. J., therein named, is not now nor was, at the time of the issuing of the said writ, in the custody, power, or possession of, nor confined nor restrained of his liberty by the said X. X. Therefore he cannot have the body of the said J. J. before your Honor, as by the within writ he is commanded.

X. X.

**HAWKER AND PEDLAR.**

In Pennsylvania the business of HAWKING or PEDDLING is governed and controlled by certain general and special Acts of Assembly, and under which such business or employment must be conducted. The latter Acts are numerous, and extend to almost every county in the State. The principal general Acts are those of April 2, 1830; April 16, 1840; and April 18, 1867.

(1.) *Petition for License.*

To the Honorable the Judges of the Court of Quarter Sessions of Blair County.

The petition of William Walters respectfully represents: That he is a citizen of the United States, and has resided in the county

of Blair for more than one year last past; that by reason of bodily infirmity (or "by reason of the loss of his right arm," or as may be) he is disabled from procuring a livelihood by labor, as will appear by the certificate of two respectable physicians of said county hereto annexed. The petitioner therefore showing by the affidavits of Henry Saylor and George Land, that he is a man of good moral character, prays the Court to grant him a license as hawker and pedlar within said county of Blair (or "within the Commonwealth of Pennsylvania") for one year. And he will, &c.

(Append affidavit of truth of petition.)

Blair County, ss.

Henry Saylor and George Land, being duly sworn, say that they are well acquainted with the above-named petitioner; that he has resided in the said county of Blair for more than one year last past, and that, to the best of their knowledge and belief, he is a man of good moral character.

HENRY SAYLOR,  
GEORGE LAND.

Sworn and subscribed to before me, this ——— day of ———  
A. D. 18—.

WILLIAM S. HAMMOND,  
Notary Public.

(2.) *Certificate of Physicians.*

We, the undersigned, practising physicians, citizens of the United States, and residents of Blair County, do certify that William Walters, the above-named applicant, is, by reason of bodily disability, unable to procure a livelihood by bodily labor; that the nature and character of said disability is, &c. (as the case may be).

WM. S. ROSS,  
C. B. ELLIOTT.

(Append affidavit of truth of certificate.)

(3.) *Order of Court Granting License.*

And now, ———, 18—, the within petition, certificates, and affidavits thereto annexed, read and considered, and the Court being satisfied of the truth of the statements therein contained, order that a license do issue to the said William Walters, as a hawker and pedlar for one year, within said county of Blair (or "within the Commonwealth of Pennsylvania"), according to the prayer of his said petition, he first giving bond to the Commonwealth of Pennsylvania, in the sum of three hundred dollars with

sureties to be approved by the Court, conditioned that he, the said William Walters, shall be of good behavior during the continuance of said license.

BY THE COURT.

(For Form of Bond, see BONDS.)

(4.) *Petition for License to Hawk or Peddle by Honorably Discharged Soldier or Sailor. Act April 8, 1867; April 9, 1868.*

To the Honorable the Judges of the Court of Quarter Sessions of Blair County.

The petition of William Walters respectfully represents: That he is a resident of the Commonwealth of Pennsylvania, and an honorably discharged soldier (or "sailor," or "marine") of the army (or "navy") of the United States, and on account of wounds received (or "disease contracted") while in such service he is unable to procure a livelihood by manual labor. The petitioner exhibiting herewith his discharge (or "an exemplification of his discharge") from the service aforesaid, and exhibiting also a certificate from John Fay, an examining surgeon of the United States, that he, the petitioner, is unable to procure his living by manual labor, as also a certificate from Charles Geesey, Esq., Prothonotary of the county within named (or as may be), that he, the petitioner, has filed in the office of said Prothonotary his affidavit setting forth that he is the *bona fide* owner in his own right of all the goods, wares, and merchandise which he proposes to hawk, peddle, and vend, and that he will not engage to sell the same for any other person or persons whatever, prays the Court to grant him a license to hawk, peddle, and vend any goods, wares, or merchandise within this Commonwealth, which license he prays may be issued to him without cost. And he will, &c.

WILLIAM WALTERS.

(Append affidavit of truth of petition.)

(5.) *Certificate of Examining Surgeon.*

I, John Fay, an examining surgeon of the United States, do hereby certify that I am acquainted with William Walters, who is about petitioning the Court of Quarter Sessions of Blair County for a license to hawk, peddle, and vend within the Commonwealth of Pennsylvania, and that he is unable to procure his living by manual labor by reason of wounds received (or "disease contracted") while in the military (or "naval") service of the United States.

JOHN FAY.

(Append affidavit of truth of certificate.)

(6.) *Certificate of Prothonotary.*

Now, ———, 18—, I, Charles Geesey, Prothonotary of Blair County (or as may be), do certify that William Walters, who is about petitioning the Court of Quarter Sessions of Blair County for a license to hawk, peddle, and vend within the Commonwealth of Pennsylvania, has filed in my office his affidavit setting forth that he is the *bona fide* owner, in his own right, of all the goods, wares, and merchandise which he proposes to hawk, peddle, and vend, and that he will not engage to sell the same for any other person or persons whatever.

CHARLES GEESEY,  
Prothonotary.

[SEAL.]

(7.) *Order of Court Endorsed on Petition.*

And now, ———, 18—, within petition and certificates thereto annexed read and considered, and the Court being satisfied of the truth of the statements therein contained, do order that a license be issued without cost to the said William Walters, petitioner, to hawk, peddle, and vend any goods, wares, and merchandise within this Commonwealth, according to the prayer of his said petition.

BY THE COURT.

INSOLVENT.

AN INSOLVENT is one who has not property sufficient for the payment of his debts. Imprisonment for debt has been abolished in this Commonwealth by the Act of July 12, 1842, consequently applications for discharge therefrom on the ground of insolvency are now comparatively few; yet persons may still be imprisoned for fines or penalties, for damages, for breach of promise of marriage, for default of payment of moneys collected by any public officer, or for damages resulting from any misconduct or negligence in office or in any professional employment, or from trespass, &c., and reference may be had to the several Acts of Assembly passed for the relief of such—principally the Act of 16 June, 1836.

(1.) *Petition of Insolvent for Discharge under Acts March 26, 1814; March 30, 1833.*

To the Honorable the Judges (or to Charles Geesey, Esq., Prothonotary) of the Court of Common Pleas of Blair County.

The petition of Walter Walters respectfully represents: That he was committed to the jail of Blair County, and is now confined therein by virtue of a certain writ, &c. (here describe process, &c.),



and that in the proceedings which are the foundation of the said writ of (naming it) Charles Charles is plaintiff and the petitioner is defendant, and that the petitioner is poor and insolvent.

That the said Charles Charles has been duly notified by the keeper of said prison to pay on every Monday morning at the said prison, the daily allowance fixed and ordered by this Court for the support of the petitioner, and that the said Charles Charles has failed to make said payment for the space of three days.

The petitioner further showing that he is destitute of property for his support in prison, and that failure of payment of said allowance has been made as aforesaid, prays that he may be forthwith discharged from imprisonment. And he will, &c.

WALTER WALTERS.

(Append affidavit of truth of petition.)

(2.) *Petition of Insolvent for Discharge from Custody under Act June 16, 1836.*

To the Honorable John Dean, President Judge (or to Charles Geesey, Esq., Prothonotary) of the Court of Common Pleas of Blair County.

The petition of Walter Walters respectfully represents: That he has been arrested and is detained by the keeper of the jail of Blair County, under and by virtue of, &c. (here describe process).

Your petitioner therefore prays that an order be made for his discharge from such custody, upon his giving bond to the plaintiff in said suit, in such amount and with such security as you may approve. And he will, &c.

WALTER WALTERS.

(Append affidavit of truth of petition.)

(3.) *Order to Discharge under above Petition.*

To J. C. Kephart, keeper of the jail of Blair County.

You are hereby directed forthwith to discharge Walter Walters, now detained by you under and by virtue of (describe process), on his paying the jail fees if any be due.

Witness my hand, March 2, 1885.

JOHN DEAN,

President Judge

(or CHARLES GEESEY, Prothonotary).

(For Form of Bond of Insolvent Debtor to take Benefit, &c., see BONDS.)

(4.) *Final Petition for Benefit of Insolvent Laws.*

*Act June 16, 1836.*

To the Honorable the Judges of the Court of Common Pleas of  
Blair County.

The petition of Walter Walters respectfully represents: That your petitioner being unable to pay and satisfy his just debts is compelled to apply to this Honorable Court for the relief provided for insolvent debtors by the existing laws of this Commonwealth; that your petitioner has resided within the said Commonwealth six months immediately preceding this his application (or "has been confined in jail three months immediately preceding this his application"), and is now willing to deliver up to the use of his creditors, all his property, wheresoever situate, and of whatever kind; a statement whereof, and a statement of the debts due by him, containing the names of his creditors, the amount due to each, and the nature and character of the debts, so far as he can ascertain the same, together with a statement of the causes of his insolvency and of the extent of his losses, accompanies and is exhibited with this petition. Your petitioner therefore prays the Court to grant him the relief provided for insolvent debtors by the laws of the said Commonwealth. And he will, &c.      WALTER WALTERS.

(5.) *Affidavit of Insolvent to above Petition and Statements  
to be appended.*

Walter Walters, the above-named petitioner, being duly sworn (or affirmed), saith that the statements made in the above petition are true and correct; that the schedules hereto annexed contain a true account of all the property, real, personal, and mixed, to which he is in any manner entitled; and that the list of his creditors, the nature and amount of his debts, the statement of his losses, and the means whereby he became insolvent, exhibited with, and annexed to this petition, are just and correct, to the best of his knowledge and belief.

WALTER WALTERS.

Sworn (or affirmed) and subscribed to in open Court before me, this  
24th day of March, A. D. 1885.

CHARLES GEESEY,  
Prothonotary.

*Schedule 1.*

Statement of all the property, real, personal, and mixed of the within petitioner wheresoever situate and of whatsoever kind.

(State the same specifically.)

*Schedule 2.*

Statement of the debts due by the petitioner, and the nature and amount, as far as he can ascertain the same, with the names of his creditors.

*Schedule 3.*

Statement of the within petitioner's losses, and the means whereby he became insolvent.

(State particularly.)

*(6.) Assignment by an Insolvent for the benefit of his Creditors.*

Now, March 25, 1885, for value received, I hereby assign, transfer, and set over unto Robert Rounce and Richard Rox, their heirs and assigns, all my estate, real, personal, and mixed, to which I am in any manner entitled, for the use of all my creditors.

Witness my hand and seal, this the day and year aforesaid.

Signed, sealed, and delivered  
in the presence of

GEORGE JAMES,  
SAM'L JONS.

WALTER WALTERS. [SEAL.]

(For Form of Bond of Trustees of Insolvent Debtor, see BONDS.)

*(7.) Petition of Insolvent to have restored to him his Estate.*

*Act June 16, 1836.*

To the Honorable, &c.

The petition of Walter Walters respectfully represents: That, on the 24th day of March, A. D. 1885, he was discharged by this Court as an insolvent debtor, under and by virtue of the provisions of the Acts of Assembly granting relief to insolvent debtors, and under the direction of this Court delivered up and assigned to Robert Rounce and Richard Rox as his trustees, for the use of his creditors, all his property of every kind whatsoever. The petitioner further represents, that since his discharge and the assignment aforesaid, he has satisfied the claims of all his creditors, and that

part of said property so delivered up and assigned has not been sold. He therefore prays that he be allowed to make proof in such manner as the Court may direct of the statements herein set forth, and that the Court will thereupon order his aforesaid estate and effects not sold, to be restored to him. And he will, &c.

WALTER WALTERS.

(Append affidavit of truth of petition.)

(8.) *Petition of Creditor of Insolvent for a Receiver under Act March 31, 1860.*

To the Honorable, &c.

The petition of James Vox, a creditor of Walter Walters, respectfully represents: That, upon the hearing of the petition of the said Walter Walters, for the benefit of the insolvent laws, of this Commonwealth, on the twenty-fourth day of March last, it appeared to the Court that there was just ground to believe that the insolvency of the petitioner arose from losses (state how), and thereupon the Court committed the said Walter Walters to the jail of said county of Blair for trial, at the Court of Quarter Sessions of the same county (or as may be).

The petitioner therefore prays that a receiver be appointed of all the estate which belonged to the said Walter Walters according to Act of Assembly in such case made and provided. And he will, &c.

JAMES VOX.

(Append affidavit of truth of petition.)

(9.) *Petition of Insolvent Convict for Discharge from Prison under Act June 13, 1883.*

To the Honorable the Judges of the Court of Quarter Sessions of Blair County (or to a law judge in vacation).

The petition of Walter Walters respectfully represents: That, at the March Term, 1884, of said Court, he was arraigned and convicted upon the charge of assault and battery (or as may be), and was, upon the twenty-third day of the month aforesaid, sentenced to pay a fine of twenty dollars and costs of prosecution, and undergo an imprisonment in the prison of said county for the term of nine months (or as may be, stating sentence). That the petitioner has served out said term, but has not, by reason of his inability, paid the costs of prosecution and fine as aforesaid (or as may be), and showing that he has made, under oath, duplicate schedules of all

his property, real, personal, and mixed, so far as he can ascertain the same, one of which has been filed among the papers of the said prison and the other with the clerk of the Court of Quarter Sessions of said county, prays the Court that an order may be made directing the commissioners of the said county to discharge him, the petitioner, from the prison aforesaid, without the delay and expense of any proceedings under the insolvent laws of this Commonwealth, as is in Act of Assembly in that behalf provided. And he will, &c.

WALTER WALTERS.

(Append affidavit of truth of petition.)

(10.) *Order of Court under above Petition.*

In the Court of Quarter Sessions of Blair County.

Commonwealth of Pennsylvania	} No. 97.
<i>vs.</i>	
Walter Walters.	} March Term, 1884.

In the matter of the application of Walter Walters for order of discharge under insolvent laws.

And now, ———, A. D. 1885, the application of petitioner read and considered, and the Court being satisfied of the truth of the statements therein contained, the commissioners of the said county of Blair are hereby authorized to discharge the said Walter Walters from the prison of the said county, without the delay or expense of any proceedings under the insolvent laws of this Commonwealth. Provided that, in the opinion of the said commissioners, the said Walter Walters is unable to pay the costs and fine imposed upon him by the Court in the said above proceedings (or as may be, under the said Act of Assembly).

## LANDLORD AND TENANT.

A **LANDLORD** is one who lets or leases real estate to another; he is also called a grantor or lessor.

A **TENANT** is one who has actual possession of the land as the grantee or lessee of the landlord, and their relation is established either by a writing known as a lease, or by an oral agreement; the estate thus created is known as a tenancy, the principal being a tenancy at sufferance; at will; for years, and for life.

The obligations of the landlord are to perform all the express covenants into which he has entered in making the lease, and to secure to the tenant the quiet enjoyment of the premises.

The obligations of the tenant are to perform the covenants contained in his lease,

to defend the title of his landlord, and to redeliver possession of the premises at the termination of his tenancy.

The legislature has sought, by a multiplicity of acts, to clearly define the respective rights and duties of the landlord and tenant in this State, while our Courts, in a long line of decisions, have attempted the same object; yet there is scarcely a subject known to our law less clearly defined and so little understood. A summary of the many laws, or a digest of the many opinions would here be impracticable; reference must be had to the Acts of Assembly, and to the reports relative to the subject.

(1.) *Warrant of Distress.*

Commonwealth of Pennsylvania, }  
County of Blair, } ss.

To H. Al. McGraw, constable of Logan Township.

You are hereby authorized by me to distrain any and all goods and chattels lying and being in a certain (here describe the premises), situate in the said township of Logan, and now in the possession and occupancy of William Thompson, for fifty dollars, being an amount due me upon the first day of April, 1885, for rent upon the said premises, and the same retain in your possession until lawfully appraised; and after due notice, sell the same according to law, applying the proceeds towards satisfying the rent so in arrears, with the costs of such distress, appraisement, and sale, and return the overplus, if any, to the said tenant. And for so doing this shall be your sufficient warrant.

Witness my hand, the second day of April, 1885.

JOHN JOHNSON.

(2.) *Endorsement of Distrain on Warrant.*

Now, April third, 1885, by virtue of the above warrant, I have this day levied upon the following goods and chattels, being upon the above described premises, to wit: one stove, one carpet, and one dozen chairs.

H. AL. MCGRAW,  
Constable.

(3.) *Notice of Distress.*

To William Thompson, of the Township of Logan, in the county of Blair.

SIR: Take notice that, by virtue of a warrant of distress to me directed by John Johnson, your landlord, I have this day distrained the several goods and chattels mentioned in the schedule hereunto annexed, lying and being upon the premises occupied by you in

said township of Logan, for the sum of fifty dollars for rent due him on the first day of April, A. D. 1885, for said premises.

Witness my hand, on the third day of April, 1885.

H. AL. MCGRAW,  
Constable.

(4.) *Schedule of Goods and Chattels Distrained upon.*

One stove; one carpet; and one dozen chairs.

H. AL. MCGRAW,  
Constable.

(5.) *Affidavit of Appraisers.*

Blair County, ss.

We, John Hopkins and Charles Carroll, having been severally duly sworn or affirmed, say that we will well and truly, according to the best of our understanding, appraise the goods and chattels of William Thompson distrained on for rent due John Johnson.

JOHN HOPKINS,  
CHARLES CARROLL.

Affirmed (or sworn) and subscribed to, this fourth day of April, A. D. 1885.

H. AL. MCGRAW,  
Constable.

(6.) *Appraisement.*

Appraisement of the goods and chattels of William Thompson as set out in constable's inventory, distrained on by him for rent due John Johnson.

One stove	.	.	.	.	.	.	.	\$20 00
One carpet	.	.	.	.	.	.	.	25 00
One dozen chairs	.	.	.	.	.	.	.	24 00
								<hr/>
								\$69 00
								<hr/>

Taken and appraised this fourth day of April, A. D. 1885.

JOHN HOPKINS,  
CHARLES CARROLL.

(7.) *Consent of Tenant that Goods Distrained on may remain on his Premises.*

I, William Thompson, do hereby consent that John Johnson, my landlord, may continue in possession of my goods and chattels on

my premises, upon which he has distrained for rent, for the space of twenty days from the date hereof, he, at my request, having agreed to extend the time of sale of said goods and chattels until that time.

Witness my hand and seal, this fifth day of April, 1885.

WILLIAM THOMPSON. [SEAL.]

(8.) *Notice of Sale.*

Will be sold by public sale, on the twenty-fifth day of April, A. D. 1885, at (describe place of sale), the following goods and chattels, distrained for rent as the property of William Thompson, to wit: one stove, one carpet, one dozen chairs.

H. AL. MCGRAW,  
Constable.

(9.) *Return of Constable.*

Now, April twenty-sixth, 1885, I hereby certify that the goods and chattels of William Thompson, which were distrained on by me for rent due John Johnson as mentioned in the within inventory and appraisement, were, after notice of distress according to law, sold by me this day for the sum of seventy-one  $\frac{42}{100}$  dollars, which is appropriated as follows:—

Costs of distress . . . . .	\$2 80	
Costs of appraisement . . . . .	2 00	
Costs of sale . . . . .	4 60	
	<hr/>	\$9 40
Balance of . . . . .		62 02
 Towards satisfying rent . . . . .	50 00	
Balance to William Thompson . . . . .	12 02	<hr/>
		<u>\$71 42</u>

H. AL. MCGRAW,  
Constable.

(10.) *Receipt for Overplus.*

Now, April 26, 1885, I acknowledge to have received from H. Al. McGraw, the constable above named, twelve  $\frac{2}{100}$  dollars, being the amount realized from sale of the goods distrained on as above mentioned, after deducting costs of distress, appraisement, sale, and amount of rent due and distrained for.

WILLIAM THOMPSON,  
Tenant.



(11.) *Claim of Tenant for the Benefit of the Exemption Law.*

To H. AL. McGraw, constable.

SIR: Notice is hereby given you that, as to the distraint of John Johnson upon my goods for rent, I claim the benefit of the Act of Assembly, approved the ninth day of April, A. D. 1849, entitled "An Act to exempt property to the value of three hundred dollars from levy and sale on execution and distress for rent." And that I desire you to summon appraisers, and appraise and set aside such of the goods distrained as I may elect to retain under said Act.

WILLIAM THOMPSON.

(12.) *Summons to Appraisers.*

To John Hopkins, Charles Carroll, and John Hancock.

You are hereby summoned to appraise, after having been duly sworn or affirmed, the goods of William Thompson, distrained upon for rent due to John Johnson, and which he may elect to retain to the value of three hundred dollars under the provisions of Act of Assembly of April 9, 1849.

H. AL. MCGRAW,  
Constable.

(13.) *Affidavit of Appraisers.*

We, the undersigned, who have been summoned by H. AL. McGraw, constable, to appraise the goods of William Thompson, distrained upon for rent due John Johnson, and which the said William Thompson may elect to retain under provisions of the Act of Assembly of April 9, 1849, being duly sworn or affirmed, say that we will well and truly, and to the best of our understanding, appraise the same.

JOHN HOPKINS, }  
CHAS. CARROLL, } Appraisers.  
JOHN HANCOCK, }

Sworn (or affirmed) to before me this fourth day of April, A. D. 1885.

H. AL. MCGRAW,  
Constable.

(14.) *Notice of Articles elected to be Retained.*

To John Hopkins, Chas. Carroll, John Hancock, appraisers.

SIRS: Notice is hereby given you that I elect to retain the following goods to be exempt from levy and sale under the provi-

sions of the Act of Assembly of April 9, 1849, viz: one stove; one carpet; one dozen chairs.

WILLIAM THOMPSON.

(15.) *Appraisement.*

We, the undersigned, appointed to appraise the goods of William Thompson, distrained upon by John Johnson for rent, and elected to be retained by the said William Thompson under the provisions of the Act of Assembly of April 9, 1849, having been respectively sworn or affirmed, do value and appraise the same as follows:—

One stove	.	.	.	.	.	.	:	\$20	00
One carpet	.	.	.	.	.	.	.	25	00
One dozen chairs	.	.	.	.	.	.	.	24	00

Appraised the fourth day of April, 1885.

JOHN HOPKINS, }  
CHAS. CARROLL, } Appraisers.  
JOHN HANCOCK, }

(16.) *Notice to Tenant to Quit. Acts April 3, 1830; March 22, 1861.*

ALTOONA, PA., April 10, 1885.

Mr. JOHN JONES,

2075 Ninetieth Avenue, Altoona, Pa.

You are hereby notified to quit and remove from the premises now occupied by you, situate on Ninetieth Avenue, between One Hundred and One Hundred and First Streets, and known as No. 2075, in the city of Altoona, county of Blair, which I have leased to you, reserving rent, within fifteen days from this date, or pay and satisfy the rent now due and in arrear, being sixty-five dollars (and which is hereby demanded), you having neglected or refused to pay the rent so reserved as specified in our contract, and there being no goods on the premises adequate to pay the rent so in arrear except such as are exempt from levy and sale by the laws of this Commonwealth. Yours, &c.,

ROBERT ROBERTS.

NOTE.—“ . . . it shall and may be lawful for the lessor to give the lessee notice to quit the premises within fifteen days from the date of the notice, if such notice is given on or after the first of April and before the first of September; and within thirty days from the date thereof if given on or after the first of September and before the first of April,” Act April 3, 1830.

(17.) *Notice to Tenant to Quit. Act December 14, 1863.*

ALTOONA, PA., December 31, 1884.

Mr. JOHN JONES,

2075 Ninetieth Avenue, Altoona, Pa.

You are hereby notified and required to quit, remove from, and deliver up to me, possession of the premises situate on Ninetieth Avenue, between One Hundred and One Hundred and First Streets, and known as No. 2075, in the city of Altoona, county of Blair, which you now hold as tenant under me, upon the first day of April, 1885, being the end of your current term, as I desire to have again and repossess the same. Yours truly, &c.

ROBERT ROBERTS.

NOTE.—A notice in form similar to the above (three months prior to the end of the current year) must also be given under Act of March 21, 1772, in tenancies from year to year; but where the lease is for a *fixed and definite* period, and is to expire at a time *certain*, the notice to quit need not necessarily be given *before* the expiration of the term, but may be given after the termination of the lease and in form as next below.

(18.) *Notice to Tenant to Quit. Act March 21, 1772.*

ALTOONA, PA., January 1, 1885.

Mr. JOHN JONES,

2075 Ninetieth Avenue, Altoona, Pa.

You are hereby notified and required to quit, remove from, and deliver up to me possession of the premises situate on Ninetieth Avenue, between One Hundred and One Hundred and First Streets, and known as No. 2075, in the city of Altoona, county of Blair, which you hold as tenant under me, your current term having ended upon the thirty-first day of December, 1884, and I desiring to have again and repossess the same. Yours truly,

ROBERT ROBERTS.

(19.) *Notice to Tenant when Landlord has lost the Evidence of the Commencement and Termination of the Term. Act February 28, 1865.*

PHILADELPHIA, April 1, 1885.

SIR: Notice is hereby given you that, having lost the lease or evidence of the beginning and conclusion of your term in the premises demised to you by me, to wit, all that certain (here describe the same), by written lease (or as may be), and being desirous to recover possession of the said described premises, you are hereby

notified that I am unable to make proof of the beginning and conclusion of your said term, and you will therefore within thirty days from the date hereof, furnish me in writing with the date at which your said term of tenancy commenced, according to the terms and provisions of the Act of Assembly in such case made and provided.

Yours, &c.,

To Mr. SAMUEL SNOWDEN.

HOWARD MASON.

(20.) *Notice when Tenant fails to answer the above Notice.*

PHILADELPHIA, May 2, 1885.

SIR: You were notified on the first day of April, 1885, by me that the (written) evidence of the beginning and conclusion of the term for which the premises now occupied by you, situate, &c., in the city of Philadelphia, was lost, &c., and that you should, within thirty days thereafter, furnish me, in writing, with the date at which your term of tenancy commenced; you having failed to comply with the requirements of said notice, I therefore require you to remove from and deliver up possession of the said premises to me within three months from the date hereof. Yours, &c.,

To Mr. SAMUEL SNOWDEN.

HOWARD MASON.

(21.) *Notice of Tenant, and Affidavit of his inability to comply with his Landlord's Request.*

PHILADELPHIA, April 30, 1885.

SIR: You are hereby notified that I am unable to comply with the requirements of your notice to me of the first instant, to furnish you in writing with the date at which my term of tenancy under you, of all that certain, &c. (describing premises), commenced, as I have lost the copy of the lease furnished me (or "have no positive recollection of the terms thereof," or as may be). Yours, &c.

Mr. HOWARD MASON.

SAMUEL SNOWDEN.

City of Philadelphia, ss.

Personally appeared before me, a Notary Public, residing in and for the said city, Samuel Snowden, who, being duly sworn, says that the statements contained in the above notice are true and correct, and further says not.

SAMUEL SNOWDEN.

Subscribed and sworn to this 30th day of April, A. D. 1885.

JOSEPH FRANKISH, Jr.,

Notary Public.

[SEAL.]

(22.) *Notice of Landlord when Tenant is unable to comply with his Request.*

CITY OF PHILADELPHIA, May 1, 1885.

SIR: On the first day of April, 1885, I gave you notice requiring you to furnish me in writing, within thirty days from the time of the service of the said notice, with the date at which your term of tenancy commenced of the premises now occupied by you, situate, &c., in the city of Philadelphia, and as you have made affidavit within the said thirty days that you are unable to comply with the requirements in said notice contained, you are hereby required to remove from, and surrender to me possession of said premises within six months from the date hereof. Yours, &c.,

To Mr. SAMUEL SNOWDEN.

HOWARD MASON.

### LEASES.

A LEASE is a contract between parties, by which the one conveys lands or tenements to the other for life, for years, or at will, but always for a less term than the party himself conveying has in the premises, for if it be for the whole interest, it is more properly an assignment.

It is usually made in consideration of rent, or some other annual recompense rendered to the party conveying the premises, who is called the lessor or landlord, by the party to whom they are conveyed or let, who is called the lessee or tenant. The usual words of operation are, *demise, grant, and to farm let.*

Leases in Pennsylvania are to be construed according to the intention of the parties. The form of words used is of no consequence, the other requisites being present. *Moore v. Miller*, 8 Barr, 272. It is an established rule of law, that whatever words are sufficient to explain the intent of the parties, that the one should divest himself of the property and the other come in for it for a determinate time, whether they run in the form of a license, covenant, or agreement, will, in construction of law, amount to a lease as effectually as if the most proper and pertinent words were used for the purpose. *Watson v. O'Hern*, 6 W. 368.

A lease for no determined period of time, but by which an annual rent is reserved, payable quarterly, is a lease from year to year. *Lesley v. Randolph*, 4 R. 123.

In a lease for a year, if no time is fixed for the payment of the rent, it is not payable until the end of the year. *Menough's Appeal*, 5 W. & S. 432; *Boyd v. McCombs*, 4 Barr, 146.

If a landlord suffer his tenant to remain in possession after the expiration of the tenancy, and receive rent from him, a new tenancy from year to year is established; and if no new agreement is entered into, the law will presume, by the silence of the parties, a new agreement, and the tenant holds the premises subject to the covenants contained in the original lease. *Hemphill v. Flynn*, 2 Barr, 146; *Phillips v. Monges*, 4 Wh. 229.

An acceptance of a surrender, pending a current year, destroys the landlord's right to recover the entire rent of that year, according to the covenants of the lease, and he consequently cannot recover any part of it, and is, therefore, not permitted to claim pro rata. *Greider's Appeal*, 5 Barr, 422.

Parol leases exceeding three years have the effect only of leases at will. 1 Penna. Bl. 408.

Leases for years, under twenty-one years, accompanied by possession, need not be recorded; nor assignments of such. *Williams v. Downing*, 6 Harris, 60.

A tenant cannot question the right of his landlord, except when he has been induced to accept the lease to the prejudice of his own rights, or that of the Commonwealth, by means of a fraud practised upon him by the lessor. *Boyer v. Smith*, 5 W. 64.

One who comes into possession under a tenant is in no better condition than the tenant himself, and cannot defend his possession against the landlord. *Graham v. Moore*, 4 S. & R. 467.

The law will not permit one entering by the sufferance and permission of the tenant of another, to assume an attitude hostile to the title under which his occupancy commenced. *Dickerman v. Parrish*, 6 Binn. 210.

If there is nothing said in the lease about it, the tenant is bound to keep the premises in repair, so as to prevent waste and decay, but not to make substantial and lasting repairs, and if the tenant put on permanent repairs without the consent of the landlord, he cannot charge them in account. *Long v. Fitzsimmons*, 1 W. & S. 532; *Cornell v. Vanartsdalen*, 4 Barr, 373. Yet, when the repairs are made with the assent and by the authority of the landlord, the expense is thrown upon him, and that without any express promise to pay. Merely standing by, however, will not suffice, there must be some act of encouragement from the landlord to entitle the tenant to charge him. *Ibid*.

A lease of land for one year from the first day of April expires on the last day of March of the next year; the first day of when the lease was to commence being included in the term. *Marys v. Anderson*, 12 Harris, 272.

A demise of a "barn," without any words being superadded, will pass no more land than is necessary for its complete enjoyment. *Bennett v. Bittle*, 4 R. 339.

Somewhat resembling a lease, is an agreement to lease, which, however, operates only as a license to the would-be tenant to enter upon the premises; no legal estate is vested in him by such an instrument. The distinction is, that in a lease are contained words of present demise, or that possession is to commence at a certain date therein mentioned.

The essential requisites of a lease are: A lessor capable of making a demise; a lessee capable of accepting the same; and a thing which is demisable.

Rent reserved in money is not an essential; but a consideration of some character should be expressed or implied, as of personal service, grain, or other produce, or one of favor and affection. Should the amount of rent not be agreed upon, the law presumes that the tenant agreed to pay as much as the premises are reasonably worth. Proceedings, however, cannot be supported under the provisions of the Act of March 21, 1772, unless a certain rental has been agreed upon. Any lease in writing and under seal is incapable of modification by an endorsement, unless the latter be also under seal. A lease made by a married woman must be acknowledged by her separately and apart from her husband before some officer authorized to take acknowledgments, and her husband must be a party to it.

(1.) *Short Form of Lease.*

This agreement, made and concluded the first day of April, A. D. one thousand eight hundred and eighty-four, between John Jones, of the city of Altoona, county of Blair, and State of Pennsylvania, of the first part, and William Smith, of the same city, county, and State, of the second part, witnesseth: That the said party of the first part hereby agrees to let and lease, and by these presents doth let and lease, unto the said party of the second part all that certain (here describe the premises), with the appurtenances thereunto belonging, for and during and until the full end and term of one year from the date of these presents, then to be fully ended and completed. And the said party of the second part, hereby covenants and agrees to pay unto the said party of the first part the annual rent or sum of six hundred dollars, payable in manner following, that is to say: the sum of fifty dollars upon the first day of each and every month, commencing with the execution of this agreement. (Here insert any other provisions or conditions desired.) And the said party of the first part hereby covenants that the said party of the second part, upon performing the covenants aforesaid, shall and may peaceably and quietly have, hold, and enjoy the said demised premises for the term aforesaid. And it is further understood and agreed that the covenants and agreements contained in the within lease shall be binding upon the parties hereto, their legal representatives and assigns.

In witness whereof, the parties to these presents have hereunto set their hands and seals the day and year first above written.

Signed, sealed, and delivered in presence of HENRY HOWARD, SAMUEL LOCKE.	}	JOHN JONES, [SEAL] WILLIAM SMITH. [SEAL.]
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(2.) *Another Short Form of Lease.*

This agreement witnesseth: That A. B., of ———, county of ———, and State of Pennsylvania, doth hereby let unto C. D., of the same place, all their certain, &c. (here describe the premises), with the appurtenances thereunto belonging, for the term of ——— years from the ——— day of ———, A. D. 18—, at the rent of ——— dollars per annum, payable in manner following, to wit: (here give manner and times of payment), and the said C. D. doth

hereby for himself, his heirs, executors and administrators, covenant and promise to pay to the said A. B., or his assigns, the said rent, in the proportions aforesaid; and he, the said C. D., his executors and administrators, shall and will not, at any time during the said term, let or demise, or in any manner dispose of the hereby demised premises, or any part thereof, to any person or persons whatever, nor occupy or use the same in any other manner than as a dwelling-house (or as may be) without the consent, in writing, of the said A. B., or his assigns, first had for that purpose—and shall and will at the expiration of the said term, yield up and surrender the possession of the said premises, with the appurtenances, unto the said A. B., or his assigns, in the same good order and condition as the same now are, reasonable wear and tear thereof, and accidents happening by fire or other casualties excepted.

It is hereby further agreed, that if the above-named C. D. should continue on the above described premises after the termination of the above contract, then this contract shall continue in full force for another year, and so on from year to year until legal notice shall be given for a removal.

In witness whereof, the said parties to this agreement have hereunto set their hands and seals, the \_\_\_\_\_ day of \_\_\_\_\_, one thousand eight hundred and eighty \_\_\_\_\_.

Sealed and delivered in  
the presence of  
E. F.  
G. H.

A. B. [SEAL.]  
C. D. [SEAL.]

(3.) *Lease by Certificate, with Surety.*

This is to certify that I have let and rented unto C. D. all that, &c. (here describe the premises), for the term of \_\_\_\_\_ years from the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, at the annual rent of \_\_\_\_\_ dollars, payable (here state times and manner of payment). The said premises are not to be underlet without my consent first given in writing, nor shall the same be used for any purpose other than as a dwelling (or as may be), and at the expiration of this lease the said premises are to be delivered up to me in as good order and condition as the same now are, reasonable wear and tear and casualties by fire or otherwise excepted.

Executed in presence of  
E. F.  
G. H.

A. B. [SEAL.]



This is to certify that I have hired and taken from A. B. all that, &c. (here describe the premises), for the term of ——— years from the ——— day of ———, A. D. 18—, at the annual rent of ——— dollars, payable (here state times and manner of payments); and I hereby agree to make punctual payment of the rent in manner aforesaid, and agree not to underlet the said premises without the consent first had of A. B., nor to use the same for any other purpose than as a dwelling (or as may be), and at the expiration of this lease to deliver up the said premises to the said A. B. in as good order and condition as they now are, reasonable wear and tear and casualties by fire or otherwise excepted.

Executed in presence of }  
 E. F. }  
 G. H. }

C. D. [SEAL.]

Now, ———, 18—, in consideration of the letting of the premises above described, as well as the further consideration of one dollar, I do hereby guarantee and become surety for the punctual payment of the rent and performance of the covenants, in the above written agreement mentioned, to be paid and performed by C. D.

Signed and sealed in }  
 presence of }  
 S. T. }  
 U. V. }

Q. R. [SEAL.]

(4.) *Lease with Covenant not to underlet, and to waive the Exemption Laws.*

This agreement, made the first day of April, 1884, between John Jones, of the borough of Tyrone, county of Blair, and State of Pennsylvania, of the first part, and William Smith, of the same place, of the second part, witnesseth: That the said party of the first part doth let and lease unto the said party of the second part all that certain (here describe the premises), for the period of five years from the date of these presents, at the rate of two hundred dollars per annum, payable quarterly, in advance. And the said party of the second part hereby agrees to quit and yield up peaceable possession of the said premises at the expiration of the said term in the same order and condition as when he took possession thereof, reasonable wear and tear and casualties by fire or otherwise excepted. And the said party agrees not to underlet the said pre-

mises, nor any part thereof, without the written consent of the said party of the first part, or his assigns, first had. And he further agrees, that in default of payment of rent as aforesaid for the space of thirty days after any quarterly payment shall become due the said party of the first part may forthwith issue a warrant of distress, and the goods and chattels distrained on by virtue thereof may be sold forthwith, he, the said party of the second part, hereby waiving any notice of distress or appraisement made necessary by any Act of Assembly relative to Landlord's Warrants, and further waiving any benefit of any exemption law now in force, or hereafter to be passed.

Witness our hands and seals, the day and year above written.

Executed in presence of	}	JOHN JONES,	[SEAL.]
MARTIN RANK,		WILLIAM SMITH.	[SEAL.]
SAMUEL SANDERS.			

(5.) *Lease of Lot for Building purposes, with special Covenants.*

This agreement, made and concluded the —— day of ——, A. D. one thousand eight hundred and eighty ——, between A. B., of the city of Altoona, county of Blair, and State of Pennsylvania, of the first part, and C. D., of the same place, party of the second part, witnesseth: That the said A. B., for and in consideration of the rents, covenants, and agreements, hereinafter reserved, mentioned, and contained, on the part of the said C. D. to be paid, kept, and performed, hath demised, leased, and let, and by these presents doth demise, lease, and let, unto the said C. D., all that certain lot of ground lying and being within the said city of Altoona, and being lot No. 20, Block B. Z., in the general plan of said city, situate on the northeast side of Thirty-second Avenue, between Fifty-first and Fifty-second Streets, containing in front on said Thirty-second Avenue fifty feet, and extending to an alley in the rear of said avenue one hundred and twenty feet, for, and during, and until the full end and term of ten years from the date of these presents, then to be fully ended and completed; the said C. D. yielding and paying therefor unto the said A. B. the annual rent or sum of one hundred dollars, in equal quarterly payments of twenty-five dollars each, commencing with the first day of the first quarter following the date of these presents, at the office of the said A. B., within the said city of Altoona, or to the duly appointed agent of the said A. B., as well as all city, county, school, water, and improvement taxes, and any and all other taxes, duties, and

assessments whatsoever as shall or may, during the said term hereby granted, be charged, assessed, or imposed upon the said demised premises.

And it is further understood and agreed, that should the said C. D., within the term aforesaid, erect any building or buildings upon the said lot of ground hereby demised, that the same shall not be used for any purpose calculated to depreciate the value of other real estate in the same vicinity, but that before such building or buildings shall be commenced, or at least before the same shall be occupied, the said C. D. shall submit, in writing, to the said A. B. the purposes for which such building or buildings are to be occupied, and the said A. B. shall be privileged to object and refuse to have the same used for the purposes designated; and it is further understood and agreed that the building or buildings so erected may, at the determination of these presents, be removed by the said C. D. if wholly removed within ten days from the last day of the term under the within lease; otherwise, it is expressly understood that such building or buildings are no longer to be considered as personal property, and belonging to the said C. D., but as part of the realty, and as such shall become the absolute property of the said A. B.; *Provided*, however, that if the said A. B. shall, within three months before the termination of the within lease, notify the said C. D., in writing, of his determination to have and take such buildings at their just valuation and appraisement, it shall become the duty of the said C. D., under a forfeiture of such building or buildings, to make choice, within thirty days after receiving such notice, of one appraiser, whose name he shall give to the said A. B., who shall at once make choice of an appraiser on his part, and the two appraisers so chosen shall proceed within ten days to choose a third appraiser, neither of whom shall be an interested party, and all of whom shall be competent, and whose duty (first being severally sworn to perform the same with fidelity) it shall be to justly and truly fix the value of such building or buildings as the said C. D. may have erected upon said premises, and the finding of such appraisers shall be fixed and final and binding upon both the said A. B. and the said C. D., and the said A. B. hereby covenants and agrees to pay unto the said C. D. the amount as fixed by the appraisers aforesaid, after deducting any rent which may be due by the said C. D., or any taxes assessed against said premises during the continuance of this lease, upon the day following the last day of the term of the said C. D., under the same.

And it is further mutually agreed and conditioned, that if at any time during the continuance of this lease the rent as hereinbefore fixed and stated shall be in arrear for the space of fifteen days after the same shall become due and payable, or if the said C. D. shall fail to reimburse and pay unto the said A. B. any taxes of whatever kind assessed against the said premises during the continuance of this lease, and which the said A. B. may have paid by reason of the default of said C. D. in paying the same, for the space of fifteen days after receiving written notice from the said A. B. of such fact, or if the said C. D. shall underlet said premises without the written consent of the said A. B. first had, or shall otherwise use the premises than as may be agreed upon, or shall fail to remove therefrom at the expiration of this lease, or shall not well and truly observe, keep, perform, and fulfil all and every the conditions, covenants, and agreements herein contained, and on his part to be performed and kept, then this lease shall, at the option of the said A. B., cease and absolutely determine, and any attorney of any court of record may immediately thereafter, as the attorney for the said C. D., at the sole request of the said A. B., sign an agreement for entering an amicable action and judgment in ejectment (without stay of execution or appeal) against the said C. D., and all persons claiming under him, for the immediate recovery by the said A. B. of the hereby demised premises, without any liability on the part of the said attorney, and for which this shall be a sufficient warrant; and thereupon a writ of *habere facias possessionem* may issue forthwith, without any prior writ or proceedings whatsoever, with clause of *feri facias* for the costs of such suit and ten per cent. attorney's commission, and actual and immediate possession of the above described and hereby demised premises shall at once be delivered to the said A. B., and all errors and defects whatsoever in entering such action or judgment or issuing such writs, or in any proceeding thereon or concerning the same, are hereby waived and released, and it is hereby agreed that no writ of error, or objection, or exception shall be made or taken thereto; and it is further understood, mutually, that no such determination of this lease nor taking or recovering possession of the premises shall deprive the said A. B. of any action against the said C. D. for the rent or for damages, and that in lieu of these proceedings for the recovery of the possession of the hereby demised premises the said A. B., for any rent in arrears under the terms of this lease, or upon the failure to pay the taxes as hereinbefore provided, may forthwith issue a warrant of distress, and the

goods and chattels distrained on by virtue thereof may be sold forthwith, he, the said C. D., hereby waiving any notice of distress or appraisement made necessary by any Act of Assembly relative to landlord's warrants, and further waiving the benefit of any exemption laws now in force or hereafter to be passed.

And the said C. D. hereby promises, covenants, and agrees that he will yield and pay unto the said A. B. the rent aforesaid in the proportions aforesaid, and will in each and every particular comply with the terms, conditions, and agreements of the within lease, which on his part are to be paid, kept, and performed.

And it is further understood that the covenants and agreements in the within lease contained shall be binding upon the parties hereto, their legal representatives and assigns.

In witness whereof, the said parties to these presents have hereunto set their hands and seals, this the day and year above written.

Signed, sealed, and delivered }  
 in presence of }  
     E. F., }  
     G. H. }

A. B., [SEAL.]  
 C. D. [SEAL.]

(6.) *Lease containing Covenants not to Underlet, waiving the Exemption Laws, and agreeing to Amicable Action in Ejectment.*

This indenture, made the ——— day of ———, in the year of our Lord one thousand eight hundred and eighty ———, between A. B., of ———, county of ———, and State of Pennsylvania, of the first part, and C. D., of ———, county of ———, and State aforesaid, of the second part, witnesseth: That the said party of the first part, for and in consideration of the rents and covenants hereinafter mentioned and reserved on the part of the said party of the second part, to be paid, kept and performed, by these presents doth lease and let, unto the said party of the second part, all that certain (here describe the premises). To have and to hold the said premises, with the appurtenances, unto the said party of the second part, from the date of these presents, for and during and until the full end and term of three years thence next ensuing, then fully to be completed and ended, the said party of the second part hereby agreeing to pay for the same unto the said party of the first part the annual rent or sum of six hundred dollars in payments of fifty dollars each and every month, upon the first days thereof, during the continuance of this agreement. And the party of the second

part further covenants and agrees that he will use and occupy the said premises as a dwelling-house (or as may be), and for no other or different purpose; and that he will not assign this lease or underlet the said premises or any part thereof to any person or persons without the consent of the party of the first part had in writing. And the said party of the second part further covenants and agrees, that if he should at any time during the continuance of this lease attempt to remove his goods and effects out of or off from said premises without having paid and satisfied in full all rent which shall become due during the term of this lease, that then in such case the whole rent for the whole term of this lease shall be taken to be due and payable, and the said party of the first part may proceed, by landlord's warrant or other process, to distrain and collect the whole, in the same manner as if by the conditions of this lease the whole rent was payable in advance. And the said party of the second part further agrees that all personal property exempt from levy or sale by law exempting property to the amount of \$300, shall be liable to be levied on and sold for rent that may be due. And the said party of the second part further covenants and agrees not to injure or deface the said premises in any manner, but will keep and preserve the same in good order, and at the expiration of the term of this lease, or the sooner determination of the same, he will, without further notice, quietly and peaceably surrender and yield up the same in as good order and condition as the same now are—reasonable use and wear and unavoidable casualties excepted. And further, in case the rent is not paid by the said party of the second part as the same becomes due, then the said party of the second part hereby authorizes and empowers any attorney of any court of record in Pennsylvania, to appear and confess a judgment in an amicable action of ejectment for the premises above described; and authorize the immediate issuing of a writ of *habere facias possessionem* with clause of *feri facias* for the costs, without leave of court; to be released upon the payment of rent due, costs of suit, and five per cent. attorney's commission within thirty days from the confession of said judgment.

In witness whereof, the parties to this agreement have hereunto set their hands and seals, the day and year first above written.

Signed, sealed, and delivered

in presence of

E. F.,

G. H.

A. B., [SEAL.]

C. D. [SEAL.]

(7.) *Lease of Building with clause that Lessee shall keep in repair Gas and Water-pipes, not Sub-let, and waiving the benefit of Exemption Laws.*

This indenture, made the ——— day of ———, A. D. 18—, between A. B., of ———, county of ———, and State of Pennsylvania, of the first part, and C. D., of the same place, of the second part, witnesseth: That the said party of the first part, for and in consideration of the rents and covenants hereinafter mentioned and reserved (and on the part of said party of the second part to be paid, kept, and performed), by these presents doth lease and let unto the said party of the second part all that (here describe the premises). To have and to hold the said premises, with the appurtenances, unto the said party of the second part, for and during and until the full end and term of one year from the date of these presents, then fully to be completed and ended; yielding and paying for the same unto the said party of the first part, an annual rent or sum of three hundred dollars in payments of twenty-five dollars, on the first day of each and every month hereafter, together with the gas and water rents that may be assessed on the leased premises during the said term. And the party of the second part further covenants and agrees to use and occupy the said premises as a dwelling (or as may be), and for no other purpose; and further agrees not to assign this lease, or underlet the said premises, or any part thereof, to any person or persons without the written consent of the party of the first part; and not to injure or deface the premises hereby leased in any manner, but at the expiration of the term of this lease, or the sooner determination of the same, will peaceably and quietly surrender and yield up the same in as good order and condition as the same now are—reasonable use and wear and unavoidable casualties excepted; and to keep in good order and repair all plumbing work and gas and water-pipes and fixtures, during said term, and to pay all expenses incurred for the same without recourse to the party of the first part. And the said party of the second part further agrees, that if at any time during the continuance of this lease he should attempt to remove his goods and effects from said premises, without having paid in full all rent which shall become due during said term, then, in such case, the whole rent for the entire term shall be taken to be due and payable, and the party of the first part may proceed by landlord's warrant, or other process, to distrain and collect the whole in the same

manner as if by the conditions of this lease the entire rent was payable in advance, and that all personal property exempt from levy or sale by any existing law shall be liable to be levied on and sold for rent that may be due and payable, notwithstanding such law, and may be distrained on or off the leased premises, or may be taken in execution and sold on any judgment obtained by the said party of the first part for rent due under this lease. And further, for a violation of any of the above covenants by the party of the second part, such violation shall work a forfeiture of this lease, at the option of the party of the first part, who may thereupon and at once take forcible possession of the premises, not using more force than necessary. And the right to label said premises for sale or rent, in such manner and at such times as to the party of the first part may seem fit, is expressly conceded by the party of the second part.

In witness whereof, the parties to this agreement have hereunto set their hands and seals, the day and year first above written.

Sealed and delivered in	}	A. B.,	[SEAL.]
the presence of		C. D.	[SEAL.]
E. F.,			
G. H.			

(8.) *Lease of a Farm with clause of Waiver of Exemption Laws.*

Articles of agreement, made and concluded this ——— day of ———, A. D. 18—, between A. B., of ———, county of ———, and State of Pennsylvania, of the first part, and C. D., of ———, county of ———, and State aforesaid, of the second part, witnesseth: That the said party of the first part, for and in consideration of the rents, covenants, and agreements hereinafter contained on the part of the said party of the second part, to be paid, kept, and performed, has demised, leased, and to farm let, and by these presents does demise, lease, and to farm let, unto the said party of the second part, his heirs and assigns, all that certain tract or piece of land situate, &c. (here give description of premises). Together with all and singular the buildings, improvements, and other the premises hereby demised, with the appurtenances, for the term of ——— years from the ——— day of ———, A. D. 18—, next ensuing the date hereof, *yielding and paying* for the same unto the said party of the first part the sum of ——— dollars per annum, to be paid in equal amounts semi-annually during the continuance of the present



term (or as may be). And the said party of the second part doth hereby covenant and promise to pay to the said party of the first part the said rent in proportions aforesaid. And the said party of the second part further covenants and promises that he shall and will not at any time during the said term let or demise or in any manner dispose of the hereby demised premises, or any part thereof, for all or any part of the term hereby granted, to any person or persons whatsoever, without the consent and approbation in writing of the said party of the first part, first had for that purpose; and at the expiration of said term yield up and surrender the possession of the said premises, with the appurtenances, unto the said party of the first part, in the same good order and condition as the same now are, reasonable wear and tear thereof, and accidents by fire or other casualties excepted. And the said party of the second part hereby agrees that all the personal property on the premises shall be liable to distress, and also all personal property, if removed therefrom, shall, for thirty days after such removal, be liable to distress, and may be distrained and sold for rent in arrear; the said party of the second part hereby waiving all right to the benefit of any laws now made or hereafter to be made exempting property from levy and sale for arrears of rent (here enter any other provisions or conditions desired). And it is further understood and agreed that the covenants and agreements contained in the within lease shall be binding upon the parties hereto, their legal representatives and assigns.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

Signed, sealed, and delivered  
in presence of  
E. F.,  
G. H.

A. B., [SEAL.]  
C. D. [SEAL.]

NOTE.—If the rent is to be paid in produce enter such stipulation after the words *yielding and paying*.

### (9.) *Lease of Farm with Ejectment Clause.*

Article of agreement, made and concluded this ——— day of ———, A. D. 18—, between A. B., of ———, county of ———, and State of Pennsylvania, of the first part, and C. D., of ———, county of ———, and State aforesaid, of the other part, witnesseth: That the said party of the first part hath demised, leased, and to

farm let, unto the said party of the second part, all that messuage and tract, piece or parcel of ground, situate, lying, and being (here describe the same). Together with all and singular the buildings, improvements, and other the premises hereby demised, with the appurtenances, for the term of ——— years from the date hereof fully to be complete and ended, yielding and paying for the same ——— dollars per annum, to be paid in manner following, to wit: ———. And the said party of the second part promises and agrees to pay said rent in the proportions aforesaid at the days and times hereinbefore stipulated for the payment thereof, and to deliver up peaceable possession of the said premises at the expiration of said term in as good condition as they now are, reasonable wear and tear excepted (here insert any desired covenant). And said party of the second part further agrees not to assign this agreement or sub-let the said premises or any part thereof, and further agrees that upon breach on his part of any condition of this agreement, upon ten days' notice in writing for that purpose to him given by the said party of the first part, he will quit and give up peaceable possession of said premises to said party of the first part, any law, usage, or custom requiring longer notice to the contrary notwithstanding.

And said party of the second part hereby authorizes and empowers any attorney of any Court of Record in Pennsylvania upon such breach of condition, to appear for him, the said party of the second part, in an action of ejectment, and therein confess a judgment of ejectment, and authorizes the immediate issuing of a writ of *habere facias possessionem* with clause of *fi. fa.* for the costs, without leave of Court, waiving all laws exempting property from levy and sale on execution or distress for rent.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year first above written.

Sealed and delivered in	}	A. B., [SEAL.]
presence of		C. D. [SEAL.]
E. F.,		
G. H.		

(10.) *Lease with Bond for One Year's Rent, and with Warrant of Attorney to confess Judgment for any amount of Rent in Arrears, &c.*

Know all men by these presents: That I, A. B., of ———, county of ———, and State of Pennsylvania, am held and firmly

bound unto C. D., of ———, county of ———, and State aforesaid, in the just and full sum of three hundred dollars, lawful money (being the rental for one year of the hereinafter described premises), to be paid to the said C. D., to which payment well and truly to be made, I bind myself, my heirs, executors, administrators, and every of them firmly by these presents. Sealed with my seal and dated the first day of April, A. D. one thousand eight hundred and eighty-four.

And I further empower any attorney within the United States to appear for me and confess judgment against me for the above amount, or for such an amount as may at any time become due and payable under the terms of the within lease, with costs of suit and release of errors, and with costs of attorney's commission of ten per cent. for collection, upon such an amount as for which judgment may be confessed, hereby waiving inquisition and agreeing to the condemnation of any real estate that may be levied on, and also hereby waiving the benefit of the provisions of any Act of Assembly now in force or hereafter to be passed, relative to the exemption of property from levy and sale under executions.

Signed, sealed, and delivered }  
 in presence of  
     E. F.,  
     G. H. }

A. B. [SEAL.]

Whereas, the said C. D. doth let and lease unto the said A. B. all that certain (here describe the premises), at the annual rent or sum of three hundred dollars, payable in equal monthly payments of twenty-five dollars, on the first days of each and every month hereafter for the period of one year from the ——— day of ———, A. D. 18—.

And, whereas, the said A. B. agrees to make the payments of rent as aforesaid, and agrees to quit and yield up peaceable possession of the said premises at the expiration of the said term in the same order and condition as when he took possession thereof, reasonable wear and tear and casualties by fire or otherwise excepted. And further agrees not to underlet the said premises, nor any part thereof, without the written consent of the said C. D. first had.

And, whereas, the said A. B. further agrees, that in default of payment of rent as aforesaid for the space of five days the said C. D. may forthwith issue a warrant of distress, and the goods and

chattels distrained on by virtue thereof, whether yet upon the premises or removed therefrom, may be sold forthwith, the said A. B. hereby waiving any notice of distress or appraisement made necessary by any Act of Assembly relative to landlords' warrants, and further waiving any benefit of any exemption law now in force, or hereafter to be passed, or at the option of the said C. D. in lieu of proceeding by landlords' warrants as above provided, at the instance and request of the said C. D. judgment may be confessed against the said A. B. by virtue of the within warrant of attorney, for so much rent as may at any time, by default of payment, be due.

Now the condition of this obligation is such, that if the above-named A. B., his executors, administrators, or any of them shall well and truly pay or cause to be paid unto the said C. D. the just and full amount of rent that may become due and owing under the above agreement of lease, in proportion as therein provided, and shall otherwise fully comply with the conditions of said lease, then this obligation to be void, else to be and remain in full force and virtue.

Executed in the presence of	}	C. D., [SEAL.]
E. F.,		A. B. [SEAL.]
G. H.		

(11.) *Lease with special Covenants.*

This indenture, made the ——— day of ———, A. D. one thousand eight hundred and eighty ———, witnesseth: That I, A. B., of ———, county of ———, and State of Pennsylvania, do hereby lease, demise, and let unto C. D., of the same place, all that certain, &c., situate, &c. (here describe the premises), with the buildings thereon standing, and the appurtenances thereunto belonging or in anywise appertaining. To hold for the term of ——— years from the ——— day of ———, A. D. 18—, yielding and paying therefor the rent of ——— dollars per annum. And the said C. D. doth promise to pay the said rent in manner following, to wit (here state how payments of rent are to be made), and to quit and deliver up the premises to the said A. B. peaceably and quietly at the end of the term in as good order and condition—reasonable use and wear thereof, and fire and other unavoidable casualties excepted—as the same now are or may be put into by the said A. B. And the said C. D. further promises not to lease or underlet the said premises, nor any part thereof, nor to make or suffer to be made any alterations therein, but with the consent of the said A. B. thereto first

obtained in writing, and that the said A. B. may enter in and upon said premises at suitable times to make improvements thereon or to view the same. And the said C. D. further agrees, that in default of payment of the rent as aforesaid for ———, after the same shall become due, the said A. B. may forthwith issue a warrant of distress, and the goods and chattels distrained on by virtue thereof may be sold forthwith, he, the said C. D., hereby waiving any notice of distress or appraisalment made necessary by any Act of Assembly relative to landlords' warrants, and further waiving the benefit of any exemption laws now in force or hereafter to be passed; or at the option of the said A. B., in case of a default in the payment of the rent as aforesaid, the said C. D. hereby consents to an amicable action in ejectment, and hereby authorizes and empowers any attorney of any Court of Record within the State of Pennsylvania to appear for him and confess a judgment in an amicable action in ejectment for the premises above described, and authorizes the immediate issuing of a writ of *habere facias possessionem*, with a clause of *feri facias* for all costs, including an attorney's commission of ——— per cent. for collection, to be released upon the payment of the rent so due with the costs and attorney's fee aforesaid, within thirty days from the date of the confession of such judgment.

In witness whereof, the parties to this agreement have hereunto set their hands and seals, the day and year first above written.

Signed, sealed, and delivered	}	A. B., [SEAL.]
in presence of		C. D. [SEAL.]
E. F.,		
G. H.		

### (12.) *Lease with special Covenants.*

Know all men by these presents, that A. B., of ———, county of ———, and State of Pennsylvania, lessor, for and in consideration that the lessee, hereinafter named, doth well and truly keep and perform each and every covenant and condition hereinafter set forth, on his part to be kept and performed, doth let and lease unto C. D., of ———, county of ———, and State aforesaid, lessee, all that certain (here describe the premises), with the appurtenances thereunto belonging or in any wise appertaining, for and during and until the full end and term of ——— years, commencing on the ——— day of ———, A. D. 18—, then to be fully ended and

completed, and subject to each and every of the following conditions and covenants: That the said lessee do pay to the said lessor the monthly rent or sum of twenty dollars, on the first day of each and every month invariably in advance, without demand, and at lessor's residence. That the lessee shall and will not, at any time during the said term, sub-let the said premises, or any part thereof, to any person or persons whatever, nor occupy or use the same in any other manner than as a (here give occupancy), without the consent and approbation, in writing, of the said lessor or his assigns, first had for that purpose. That the lessee shall and will, at the expiration of the said term, yield up and surrender the possession of the said premises, with the appurtenances, unto the said lessor or his assigns, in good order and condition—reasonable use and wear and casualties by fire or otherwise excepted. That the said lessee hereby expressly waives the benefit of an Act of Assembly, approved 9th April, 1849, to wit, "An Act to exempt property to the value of three hundred dollars from levy and sale on execution and distresses for rent." And the said lessee agrees that all goods on the said premises, and for thirty days after removal, shall be liable to distress for rent, and hereby waives the benefit of all exemption laws in relation thereto.

It is expressly mutually agreed and conditioned that if the said rent shall at any time be in arrear and unpaid, or if the said lessee shall underlet or otherwise use the said premises than as above expressed, or shall fail to remove therefrom at the expiration of this lease, or shall not well and truly keep and perform all and every the conditions and covenants herein contained on his part to be performed and kept, then this lease shall, at the option of the said lessor, cease and absolutely determine; and any attorney of any Court of Record may immediately thereafter, as attorney for the said lessee at the sole request of the said lessor, sign an agreement for entering an amicable action and judgment in ejectment (without any stay of execution or appeal) against the said lessee, and all persons claiming under him for the immediate recovery of the hereby demised premises, and for which this shall be a sufficient warrant; and thereupon a writ of *habere facias possessionem* may issue forthwith without any prior writ or proceedings whatsoever, and actual and immediate possession of above-described and hereby demised premises shall at once be delivered to the lessor as plaintiff in said action, and all errors and defects whatsoever in entering such action or judgment, or causing such writ of *habere facias*

*possessionem* to be issued, or in any proceeding thereon, or concerning the same are hereby waived and released; and it is hereby agreed that no writ of error or objection or exception shall be made or taken thereto. No such determination of this lease, nor taking or recovering possession of the premises, shall deprive the said lessor of any action against the said lessee for the rent or for damages. That the covenants and agreements contained in the within lease shall extend to the heirs, executors, administrators, and assigns of such party.

In witness whereof, the said parties to these presents have hereunto set their respective hands and seals, this — day of —, Anno Domini one thousand eight hundred and eighty —.

Sealed and delivered  
in the presence of us,  
E. F.,  
G. H.

A. B., [SEAL.]  
C. D. [SEAL.]

(13.) *Lease with special Covenants.*

This agreement witnesseth: That A. B., of —, county of —, and State of Pennsylvania, doth hereby let and lease unto C. D., of —, county of —, and State aforesaid, all that certain, &c. (here describe the premises), with the appurtenances thereunto belonging or in anywise appertaining for the term of — years from the — day of —, A. D. one thousand eight hundred and eighty —, at the rent of — dollars per annum, to be paid in quarterly payments, of equal amounts, the first payment to be made upon the — day of — next following the commencement of this lease. And the said C. D. does hereby agree to pay said rent to the said A. B. on the days and times aforesaid, at the place of business of the said A. B. (or as may be), without demand being made therefor, and to pay within ten days after the same shall become due and payable, all bills for gas consumed in or on said premises during the continuance of this lease, and after that time, until the flow of the same is stopped by the proper authorities, and that he will not assign this lease, nor underlet the said premises, or any part thereof, or use or occupy the same other than as (state what) without the written consent of the said A. B. first had and obtained, and during the said term will keep said premises in good condition, order, and repair, remove, or cause to be removed, any and all ashes, rubbish, or refuse matter there-

from, and at the termination thereof deliver up the said premises in as good condition, order, and repair as the same now are, reasonable wear and tear, and damage by accidental fire excepted. And the said C. D. further agrees that if the rent shall remain unpaid on any day upon which the same falls due, then the said A. B. may enter the premises, and proceed by distress and sale of the goods there found, to levy the rent and all costs and officer's commissions. The said C. D. further agrees that all goods on the said premises, and for thirty days after removal, shall be liable to distress for rent, and hereby waives the benefit of all exemption laws in relation thereto. And said C. D. further agrees that this waiver shall extend and be applicable to any process or execution that may be issued in any and all suits, actions, or proceedings, for the collection of rent due and in arrear, for any gas bills left unpaid, for any expense incurred in removing ashes, rubbish, or refuse matter from said premises, and for damages for the non-fulfilment of any of the covenants herein contained. And it is hereby mutually agreed, that either party hereto may determine this lease at the end of said term, by giving the other notice thereof, at least three months prior thereto, and in default of such notice, this lease shall continue upon the same terms and conditions as are herein contained, for a further period of ——— years, and so on until terminated by either party hereto giving to the other three months' notice for removal previous to the expiration of the then current term. Provided, however, that if A. B. shall have given three months' notice previous to the expiration of said term, or any extension or renewal thereof as above, of his intention to change the terms and conditions of this lease, and the said C. D. shall hold over after such notice he shall be considered lessee under the terms and conditions mentioned in such notice, for such further period as he may remain in possession of said premises, and until this lease is terminated by notice as hereinbefore provided. And it is further agreed, that if the said rent shall at any time be in arrear and unpaid, or if the said C. D. shall underlet or otherwise use the said premises than as above expressed, or shall fail to comply with the conditions of this lease, or notice given under the terms hereof, or shall not well and truly perform and fulfil all and every the covenants and agreements herein contained on the part of the said C. D. to be performed and kept, then this lease shall, at the option of the said A. B., cease and absolutely determine, and any attorney may immediately thereafter, as attorney for the said C. D., at the sole request of the said



A. B., sign an agreement for entering in any Court of Record an amicable action and judgment in ejectment (without any stay of execution or appeal) against the said C. D., and all persons claiming under said C. D., for the recovery by the said A. B. of possession of the hereby demised premises, without any liability on the part of the said attorney, for which this shall be a sufficient warrant; and thereupon a writ of *habere facias possessionem* may issue forthwith without any prior writ or proceeding whatsoever, and the said C. D. hereby releases all errors and defects whatsoever in entering such action or judgment, or causing such writ of *habere facias possessionem* to be issued, or in any proceeding thereon, or concerning the same; and hereby agrees that no writ of error or objection or exception shall be made or taken thereto; and a copy of this lease, verified by affidavit, being filed in said action, it shall not be necessary to file the original as a warrant of attorney, any law or rule of Court to the contrary notwithstanding. No such determination of this lease, nor taking or recovering possession of the premises, shall deprive the said A. B. of any other action against the said C. D. for possession, for rent, for any gas bill left unpaid, for any expenses incurred in removing ashes, rubbish, or refuse matter from said premises, or for damages. The covenants and agreements contained in within lease shall extend to the heirs, executors, administrators, and assigns of such party.

In witness whereof, the said parties have hereunto set their hands and seals, this \_\_\_\_\_ day of \_\_\_\_\_, one thousand eight hundred and eighty \_\_\_\_\_.

Sealed and delivered in  
the presence of  
E. F.,  
G. H.

A. B., [SEAL.]  
C. D. [SEAL.]

(14.) *Lease at will of Lessor.*

This agreement witnesseth: That A. B., of the city of Altoona, county of Blair, and State of Pennsylvania, doth hereby let and lease unto C. D., of the same place, all that certain, &c. (here describe the premises), with the appurtenances thereunto belonging or in anywise appertaining. To have and to hold the same as a *tenant at will* of the said A. B., and the said parties hereto agree, that the said A. B. shall have the right to re-enter and take possession of the said premises at any time, after ten days' notice to quit

the same, given to the said C. D., who hereby waives all right to further notice.

And the said C. D. hereby agrees to pay, during his occupancy of said premises, the monthly rent of thirty dollars, upon the first days of each and every month, and to do or suffer no damage or destruction in said premises, and also waives the benefit of all exemption laws of this Commonwealth, as against any landlord's warrant or execution issued to recover any rent which may become due and in arrears, and he further agrees that all the personal property on the premises shall be liable to distress, and also all personal property, if removed therefrom, shall for thirty days after such removal be liable to distress, and may be distrained and sold for rent in arrear; he, the said C. D., hereby waiving all right to the benefit of any laws now made or hereafter to be passed, exempting personal property from levy and sale upon execution.

And the said C. D. hereby specially authorizes and empowers any attorney of any Court of Record to appear for him, and to enter into an amicable action of ejectment with the said A. B., in which action the said A. B. shall demand the recovery of the possession of the premises hereby demised; and such attorney is hereby authorized to confess judgment against him in the said ejectment, with costs, with the right to issue execution forthwith for the recovery of the possession of the said premises, and for costs. Hereby agreeing to waive and release all errors in the entry of such amicable action and confession of judgment. Provided, however, that no such amicable action shall be entered into, or judgment confessed, until a copy of a notice to quit said premises, and an affidavit of service thereof on the said C. D. personally, or by leaving the same on said premises, shall first be exhibited to said attorney, and the full period of ten days shall have elapsed from the date of service of such notice, as aforesaid.

Witness our hands and seals at said ———, this ——— day of ———, A. D. 18—.

Witness:

E. F.,  
G. H.

}

A. B., [SEAL.]

C. D. [SEAL.]

(15.) *A Mining Lease.*

This indenture, made this ——— day of ———, in the year of our Lord one thousand eight hundred and eighty-five, between A. B., of ———, county of ———, and State of Pennsylvania, of

the first part, and C. D., of ———, county of ———, and State aforesaid, of the second part, witnesseth: That the said A. B., for and in consideration of the covenants and agreements hereinafter contained, and one dollar in hand to him paid, the receipt whereof is hereby acknowledged, has granted and conveyed, demised, leased, and let, and by these presents does grant, convey, demise, lease, and let to the said C. D. the right of entering in and upon the lands hereinafter described, for the purpose of searching for mineral and fossil substances, and of conducting mining and quarrying operations, to any extent he, the said C. D., may deem advisable, it being understood, however, that the said C. D. is not to hold possession of any part of said lands for any other purpose whatever, and for the site of any buildings found necessary to be erected, he is to pay therefor a just and reasonable rent. The lands herewith let and leased are situate (here fully describe the same). And the said C. D. hereby agrees that he will pay or cause to be paid unto the said A. B. an annual rent or sum of ——— dollars, in manner following, to wit (here give time and manner of payments), and also covenants and agrees that no damages shall be done to or upon said lands other than may be necessary in conducting the operations aforesaid.

And it is further agreed by and between the parties hereto, that this lease shall be and remain in full force and effect (subject, however, to the proviso hereinafter stated) for the term of ——— years from the date hereof, then to be fully completed and ended.

It is further distinctly understood and agreed that if no mineral or fossil substance be mined or quarried, as is now contemplated, within the period of ——— years from the date of these presents, whether work towards that end be prosecuted or not, then these presents and everything herein contained shall cease and be forever null and void.

And it is further understood and agreed that the covenants and agreements contained in the within lease shall be binding upon the parties hereto, their legal representatives and assigns.

In witness whereof, the parties to these presents have hereunto set their hands and seals, the day and year first above written.

Signed, sealed, and delivered }  
 in presence of  
     E. F.,  
     G. H.

A. B., [SEAL.]  
 C. D. [SEAL.]

(16.) *Another form of Mining Lease.*

This agreement, made and concluded this ——— day of ———, A. D. one thousand eight hundred and eighty ———, between A. B., of ———, county of ———, and State of Pennsylvania, of the one part, and C. D., of ———, county of ———, and State of ———, of the other part, witnesseth: That the said A. B., for and in consideration of the sum of one dollar, the receipt of which is hereby acknowledged, and for the further consideration hereinafter mentioned, and on account of the covenants hereinafter contained, hath let and leased, and by these presents doth let and lease unto the said C. D. all that certain tract, piece, or parcel of ground, situate, lying, and being (here describe fully the premises leased), for and during and until the full end and term of ——— years from the date of these presents (subject, however, to the hereinafter-stated proviso), then to be fully ended and completed.

And it is understood and agreed that the said C. D. shall have the sole and exclusive right and privilege to bore, explore, mine, and dig for coal, iron, or other minerals during the continuance of this lease (but not to hold possession of any part of said lands for any other purpose whatsoever), and of mining the said coal, iron ore, and other minerals, and taking, removing, and transporting the same, and of building roads, and of making all and every improvement necessary upon or under the surface of said land, with all right of ingress and egress into, upon, and from the same, and to erect such buildings or other structures as may be necessary for the convenient use and working of the mines or works, the said A. B. hereby releasing all and every claim for damages to the above-described land, caused by the opening or working of said mines as aforesaid.

And it is further understood and agreed, that in case the said C. D. shall fail to commence boring, exploring, mining, and digging for coal, iron, or other minerals, with a view of fully working said lands, within the space of ——— days from these presents, or if no coal, iron, or other minerals be mined, discovered, or developed within the space of ——— months from the date hereof, whether efforts in that direction are made or not, then in that case these presents and everything contained herein shall cease and be forever null and void, provided, however, that the said C. D. in that case shall be at liberty to remove all tools, engines, chambers, machinery,

and any other property to the said C. D. belonging, which he may own or have placed upon said premises.

And it is further understood and agreed, that the said C. D. is hereby authorized and empowered to take and use any timber standing or growing upon said above-described tract of land of not less than ——— inches in diameter, for the purpose of erecting or entering into the erection of any buildings, engine-house, tramways, roads, drifts, schutes, bedding, props, or for any other purpose necessary to prosecute said work, or to enter into the prosecution of the same, he, the said C. D., to keep a strict account and measurement of such timber so taken, and to pay the market price for the same.

And it is further understood and agreed, that the said C. D. shall and will not underlet the said premises or any part thereof, nor shall he assign this lease, to any person or persons, without the consent of the said A. B. first had and obtained (here insert any other covenants agreed upon).

In consideration whereof, the said C. D. agrees to pay and yield unto the said A. B. the following rent, to wit (if a moneyed rent, here state the amount and manner and times of payment; if a royalty, state the proportionate part to be paid, &c., and provide that true accounts, &c., be kept, and for times of settlement, &c.).

In witness whereof, the said parties have hereunto set their hands and seals, this the day and year above written.

Signed, sealed, and delivered }  
 in presence of }  
     E. F., }  
     G. H. }

A. B., [SEAL.]  
 C. D. [SEAL.]

### (17.) *Lease of Oil Lands.*

This agreement made and concluded this ——— day of ——— A. D. one thousand eight hundred and eighty ———, between A. B., of ———, county of ———, and State of Pennsylvania, of the one part, and C. D., of ———, county of ———, and State aforesaid, of the other part, witnesseth: That the said A. B. for and in consideration of the sum of one dollar, the receipt of which is hereby acknowledged, and for the further consideration hereinafter mentioned, and on account of the covenants and agreements hereinafter contained, hath demised and leased, and by these presents doth demise and lease to the said C. D., for the term of ——— years from the date hereof, then to be fully ended and completed,

all that certain tract, piece, or parcel of land situate, &c., and bounded and described as follows, viz: (here give description of premises leased); he, the said C. D., during the term aforesaid, to have the sole and exclusive privilege of boring, mining, and operating for oil and other minerals, and of gathering and collecting the same, with the right to erect and keep tanks on the said premises for the storage of oil or other minerals, and of building and maintaining any and all buildings of whatever kind necessary and requisite for the purposes aforesaid, and to that end shall have the right to take and use any timber standing, growing, or being upon the said premises.

And the said C. D. shall have the right to lay, use, and maintain pipes and conduits not only through, under, and upon the land hereby leased, but also through, under, and upon other lands of the said A. B. adjoining the lands leased hereby, the said pipes and conduits to be so laid out as to occasion the least inconvenience to both parties and consistent with the general advantage of the lessees of other lots; and the said C. D. shall have the right of ingress and egress into, upon, and from the said premises, and shall have the right to subdivide said tract of land into any number of smaller lots and to sublease the whole or any part thereof, and at the termination of this lease, or before, to remove all machinery and fixtures thereon.

In consideration of which the said C. D. hereby agrees that he will go upon the lands hereby leased and within ——— will commence one well, boring the same to the depth of ——— feet; should oil not be found in paying quantities at a lesser depth, and should the well aforesaid not be put down or works developed within ——— from the date of these presents, then, and in that case this agreement to be null and void, anything therein contained to the contrary notwithstanding.

And it is further understood and agreed that the said C. D. shall and will deliver unto the said A. B. as a royalty ——— part of all oil obtained and sand from the said land, and that true and correct books of accounts shall be kept open at all times to the inspection of all parties interested, and showing the production of each and every well, and the shares or proportion due the said A. B. (Here insert any other clause or covenant desired.)

Witness our hands and seals, this the day and year aforesaid.

Signed, sealed, and delivered  
in presence of  
E. F.,  
G. H.

}

A. B., [SEAL.]  
C. D. [SEAL.]

(18.) *Another Form of Lease of Oil Lands.*

Articles of agreement, made and concluded the ——— day of ———, A. D. 18—, between A. B., of ———, county of ———, and State of Pennsylvania, of the first part, and C. D., of ———, county of ———, and State aforesaid, of the second part, witnesseth: That the said A. B., for and in consideration of the rents, reservations, covenants, and agreements hereinafter mentioned, and which on the part of the party of the second part are to be paid, kept, and performed, and of the sum of one dollar paid by the said C. D., the receipt whereof is hereby acknowledged, has demised and leased, and does hereby demise and lease to the said C. D., all that certain tract or piece of land, &c. (here describe the premises), for and during and until the full end and term of ——— years from the date of these presents, then to be fully ended and completed, with the sole and exclusive right and privilege during said period of digging and boring for oil and other minerals on said premises, and of gathering and collecting the same therefrom, upon the following terms and conditions, viz: the said C. D. to drill or bore on said lot at least one well of the depth of ——— hundred feet, but not less than through the third sand rock, unless oil in paying quantities shall be found at a less depth. Said well to be commenced within ——— days from the date of this agreement, and to be prosecuted with due diligence to success or abandonment; and due diligence meaning a faithful and constant prosecution of the work, and not merely at intervals. The well shall be immediately cased and tubed, and a good and sufficient seed bag be put down with the tubing at each well below the lowest fresh water vein, or course therein, and to be maintained, and from time to time repaired or replaced, so as to prevent the flow of water into the said well. And C. D. further agrees to keep all wells on said lot constantly tubed or plugged, so as to exclude the water that might injure any other well, excepting when the work of boring is in progress, or when necessity requires the tubing to be drawn, and in this case it shall be restored as soon as possible, and the said C. D. shall notify the said A. B., or his agent, before the tubing of any well is taken out or restored. And further, the said C. D. is to set apart for, and pay over, and deliver to the said A. B., ——— part, of all the oil or other minerals that may be obtained from the premises hereby leased, which portion of the oil and other minerals is hereby reserved to the said A. B., and is to be delivered by the said C. D.

at the well, free from water, in vessels furnished by the said A. B.; and the remaining, or ——— part of said oil shall belong to the said C. D. And said division and delivery shall take place at least once in every ——— days or oftener, on such day as shall be designated by the said A. B. And until such division and delivery, the said C. D. shall not divide or remove any oil whatever, unless the said A. B. shall fail to be present or represented at the well or wells for ——— consecutive days, in which case the said C. D. may proceed to divide any oil that may have accumulated, in the same manner as if both parties were present.

That a just and correct division of said oil and other minerals may be insured, accurate books of account shall be kept by the said C. D., showing the daily product of each well, and the division and delivery of the same; and the said A. B., or his agents, shall have the right at all times to inspect the works and examine the books and papers, and have free access to every means of ascertaining the production of oil, &c., and the delivery of the same.

And it is further understood and agreed between the parties hereto, that the right of way to, from, and through said premises, is hereby reserved for the benefit of the parties hereto, and of the other lot holders, so far as may be requisite for the enjoyment of their respective rights; and in case of any dispute between the lot holders as to the said rights of way, the said A. B. shall have the right to mark and lay out the same, causing as little inconvenience as possible to the parties interested.

And it is further agreed by and between the parties hereto, that the said C. D. shall pay all taxes that may be assessed on said premises during this lease, and all the expenses of boring, drilling, and working any wells; and in case of a suspension either in drilling the said wells provided for herein, or the working the same after oil shall be found, for a space of ——— days, at any one time, or of the failure of the said C. D. to comply with any one of the reservations, conditions, or agreements herein contained, and which on his part are to be observed, kept, and performed, then and in that case it shall be deemed an abandonment of the same and a relinquishment and forfeiture of all rights under this agreement; and the said A. B. shall have the right to enter upon and take possession of the premises hereby leased without recourse to law, and in as full and ample a manner as if this lease had never been made, time being the essence of this contract. Or the said A. B. may thereupon cause a notice to be left or posted on the premises,



of an intention to determine this lease, and at the expiration of ——— days from the time of so leaving such notice, this lease shall absolutely determine; and any attorney may immediately thereafter, as attorney for the said C. D., sign an agreement for entering in any Court of Record an amicable action and judgment in ejectment (without any stay of execution) against the said C. D., and all persons claiming under him for the recovering by the said A. B. of possession of the hereby demised premises, for which this shall be a sufficient warrant; and thereupon a writ of *habere facias possessionem* may issue forthwith, without any prior writ or proceedings whatsoever; and the said C. D. hereby releases to the said A. B. all errors and defects whatsoever, in entering such action or judgment, or causing such writ of *habere facias possessionem* to be issued, or in any proceeding thereon or concerning the same, and hereby agrees that no writ of error, or objection, or exception shall be made or taken thereto.

But in such case, or upon the termination of this lease by its own limitation, the said C. D. shall have the right to remove all tools, engines, or machinery that he may have placed upon said premises; but in no case shall the drive pipe, casing, or anything else be removed without the consent of the said A. B.; and any well or wells bored or dug on said premises shall be left in as good condition as when the same was being bored or operated by the party of the second part.

And the said C. D. does covenant, promise, and agree to and with the said A. B. well and truly to keep, observe, and perform all and singular the terms, conditions, and agreements herein contained, and which on the part of the said C. D. are to be kept, observed, or performed.

All rights or liabilities herein given to or imposed upon either of the parties hereto, shall extend to the heirs, executors, administrators, successors, and assigns of such party.

In witness whereof, the said parties have set their hands and seals, the day and year first above written.

Sealed and delivered in  
presence of us,  
E. F.,  
G. H.

A. B., [SEAL.]  
C. D. [SEAL.]

(19.) *Lease for the Life of a Party.*

This indenture made the ——— day of ———, A. D. one thousand eight hundred and eighty-four, between A. B., of ———, county of ———, and State of Pennsylvania, and R. B., his wife, of the first part, and C. D., of ———, county of ———, and State aforesaid, of the other part, witnesseth: That the said A. B. and R. B., his wife, for and in consideration of the annual rent (or in consideration of the love and natural affection and the), covenants, and agreements hereinafter mentioned and reserved, on the part and behalf of the said C. D. to be paid, kept, and performed, have demised, let, and leased, and by these presents do demise, let, and lease unto the said C. D. and his assigns all that certain tract or piece of ground situate, &c. (here fully describe the premises). Together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits thereof; and also all the estate, right, title, interest, property, claim, and demand whatsoever of them, the said A. B. and R. B., his wife, in law or equity or otherwise howsoever, of, in, to, or out of the same. To have and to hold the said tract or piece of land, and all and singular the premises hereby demised, with the appurtenances, unto the said C. D. and assigns, from the date hereof for and during the natural life of the said C. D., and at the decease of the said C. D. to be fully ended and completed; the said C. D. and his assigns yielding and paying for the same unto the said A. B., his executors, administrators, or assigns, the annual rent or sum of ——— dollars (or if for love and natural affection fix any nominal sum) from the date hereof.

And the said C. D. doth covenant, promise, and agree, for himself and his assigns, to and with the said A. B., his heirs, executors, administrators, and assigns, by these presents, that he, the said C. D., and his assigns, shall and will well and truly pay or cause to be paid unto the said A. B., his executors, administrators, or assigns, the aforesaid rent as mentioned and reserved, during the continuance of this lease; and the said C. D., for himself, his executors, administrators, and assigns, further promises and agrees that upon the decease of the said C. D. the said premises will be surrendered to the said A. B. in as good condition as they now are, reasonable use and wear thereof, and damage by fire or other casualties, excepted. (Here insert any covenants relative to repairs, taxes, or otherwise, as may be desired)

And the said A. B. and R. B. for themselves, their heirs, execu-

tors, and administrators, do by these presents covenant, promise, and agree to, and with the said C. D. and his assigns, that he, the said C. D. and his assigns, upon paying the rent and performing the covenants aforesaid, shall peaceably and quietly have and enjoy the premises hereby demised, with the appurtenances, during the term aforesaid, without suit, eviction, molestation, or interruption of the said A. B. and R. B., their heirs or assigns, or any other person or persons whatsoever.

In witness whereof, the said parties to these presents have hereunto set their hands and seals, the day and year above written.

Signed, sealed, and delivered	}	A. B.,	[SEAL.]
in the presence of		R. B.,	[SEAL.]
E. F.,		C. D.	[SEAL.]
G. H.			

NOTE.—This lease should be recorded.

### LETTER OF LICENSE.

A LETTER OF LICENSE is an instrument or writing made by creditors to their debtor, by which they bind themselves to allow him a longer time than he had a right to for the payment of his debts; and that they will not arrest or molest him in his person or property, till after the expiration of such additional time.

#### (1.) *Letter of License.*

Know all men by these presents, that we, who have hereunto set our hands and seals, creditors of O. O., of ———, grocer, taking into consideration that, by reason of losses and misfortunes, he, the said O. O., has not at present wherewith to pay and satisfy us our several debts, do therefore, upon his request, severally and respectively agree and bind ourselves, our heirs, executors, and administrators, to accept and take of him, the said O. O., all such debts and sums of money as he doth owe unto us, and every of us, respectively, by four even and equal payments or portions, that is to say, the first payment be made in one year next ensuing the date hereof; the second payment in two years next ensuing; the third payment in three years next ensuing; and the last payment or residue of such debts to be made in four years next ensuing the date hereof (or as may be).

And we do further severally and respectively agree not to molest, sue, implead, attach, or prosecute, by any manner of ways or means

whatsoever, the said O. O. or his goods or effects, unless default shall happen to be made in payment of the debts aforesaid on the several days and times above limited, under forfeiture and loss of such of our debts and sums of money for which we shall so molest, sue, implead, attach, or prosecute.

Witness, &c.

## LUNATICS AND HABITUAL DRUNKARDS.

A LUNATIC is construed to mean and include every person of unsound mind, whether he may have been such from his nativity, as idiots, or have become such from any cause whatever. Act June 13, 1836.

AN HABITUAL DRUNKARD is defined to be "one who is so frequently drunk as to manifest a design of repeating the act;" or "one in whom by frequent repetition of the act of intoxication, the moral power to resist present temptation, to indulge in the commission of the said act, has been so weakened that there is reasonable ground to believe that he will continue frequently to repeat the act."

### (1.) *General Form of Petition for Commission under Act of June 13, 1836.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The petition of John Jones respectfully represents: That Aaron Jones, a resident of said county [\*], now is, and for a period of more than ——— last past, has been a lunatic (or habitual drunkard), and by reason thereof has become altogether incapable of governing himself or of managing his affairs, and in consequence thereof his estate is being wasted and destroyed, as appears by the affidavits hereto annexed [§].

Your petitioner [†] therefore, showing that he is a son (or as may be) of the said Aaron Jones [§§], prays the Court to issue a commission in the nature of a writ *de lunatico inquirendo*, directed to such person as the Court shall deem fit, to inquire of the lunacy (or habitual drunkenness) of the said Aaron Jones. And he will, &c.

JOHN JONES.

(Append affidavit of truth of petition.)

### (2.) *Affidavit to facts stated in Petition by other Parties to be appended to above Petition.*

Blair County, ss.

Personally appeared before me, a Justice of the Peace (or as may be), in and for said county, William Thompson and Thomas Wil-

liams, who, being severally duly sworn (or affirmed), declare and say that they have been acquainted with Aaron Jones, named in the above petition, for more than ——— last past, and from their knowledge and observation they are convinced that the said Aaron Jones is now, and has been for ——— last past, of unsound mind (or a habitual drunkard), and by reason thereof is altogether incapable of governing himself or of managing his affairs (if petition alleges lunacy, say), and that such unsoundness of mind is manifested by (here state the facts), and further say not.

WILLIAM THOMPSON,  
THOMAS WILLIAMS.

Sworn (or affirmed) and subscribed to this ——— day of ———,  
A. D. 18—.

C. BLYTH JONES,  
Justice of the Peace.

(3.) *Petition of Commission when Lunatic (or Habitual Drunkard) is a Non-Resident. Act June 13, 1836.*

To the Honorable, &c.

The petition of John Jones respectfully represents: That Aaron Jones, being now in said county, but not being a resident of this Commonwealth (proceed and close as in Form No. 1 from [\*], and append affidavit as in said form).

(4.) *Petition for Commission when Lunatic (or Habitual Drunkard) is absent from the State. Act June 13, 1836.*

To the Honorable, &c.

(Proceed as in Form No. 1 to [§].)

That the said Aaron Jones is an inhabitant of this Commonwealth, but is now absent therefrom, and that he last resided at ———, in the said county of Blair (or “that he is the owner of real estate situate in the said county of Blair”).

Your petitioner (proceed and close as in Form No. 1 from [†], and append affidavits as in said form).

(5.) *Petition for Commission when Lunatic (or Habitual Drunkard) has no Relations. Act June 13, 1836.*

To the Honorable, &c. (proceed as in Form No. 1 to [§]), and that the said Aaron Jones has no relative by blood or marriage residing within the Commonwealth.

Your petitioner, therefore, showing that he is a disinterested person, and a resident of the same borough (or as may be) in the said county with the said Aaron Jones, to wit, the borough of Tyrone (proceed and close as in Form No. 1 from [§§], and append affidavits as in said form).

(6.) *Petition for Commission where a Lunatic is under Restraint.*  
*Act June 13, 1836.*

To the Honorable, &c.

The petition of John Jones respectfully represents: That Aaron Jones, a resident of said county, now is and for a period of more than ——— last past has been a lunatic, and by reason thereof he has become altogether incapable of governing himself or of managing his affairs, as appears by the affidavits hereto annexed; and that the said Aaron Jones is now under restraint in, &c. (state where), and that he cannot conveniently be removed to the place of his residence.

Your petitioner, therefore, showing that he is a son (or as may be) of the said Aaron Jones, prays the Court to issue a commission in the nature of a writ *de lunatico inquirendo*, directed to such person as the Court shall deem fit, to inquire of the lunacy of the said Aaron Jones. And he will, &c.

JOHN JONES.

(Append affidavits as in Form No. 1.)

(7.) *Petition for Inquest when Estate of Lunatic (or Habitual Drunkard) is small.* *Act June 13, 1836.*

To the Honorable, &c. (proceed as in Form No. 1 to [§]).

That the said Aaron Jones has no estate (or that the estate of the said Aaron Jones is small, consisting of, &c., as may be), and that the costs of inquisition will be found an undue burden.

Your petitioner, therefore, showing that he is a son (or as may be) of the said Aaron Jones, prays that an inquest be impanelled from the jurors attending the Court, and that said inquisition be held by one of the Judges thereof, at such convenient time and place as the Court shall direct. And he will, &c.

JOHN JONES.

(Append affidavits as in Form No. 1.)

(8.) *Commission for Lunacy (or Habitual Drunkenness).*  
*Act June 13, 1836.*

Blair County, ss.

The Commonwealth of Pennsylvania to ———, greeting: Whereas we have been informed in our Court of Common Pleas for the county of Blair, that Aaron Jones, of the said county, is now a lunatic (or habitual drunkard), and we being willing to be more fully satisfied of the state of the said Aaron Jones in the premises, do hereby appoint, authorize, and command you that at such certain day and place as you shall think fit, you diligently inquire, by the oaths and affirmations of (stating the number) good and lawful men of the county aforesaid, by whom the truth of the matter may be better known, whether the said Aaron Jones is a lunatic (or habitual drunkard) or not; and if you find him to be a lunatic, then how long he hath been so, and whether he enjoys lucid intervals, and what lands and tenements, goods and chattels, he was seized or possessed of, or entitled to, at the time of his becoming a lunatic, and the value thereof, and whether he has since aliened or disposed of them or any part thereof, and to whom (or in case of an alleged habitual drunkard, say: "If you find him to be so, what lands and tenements, goods and chattels he is seized or possessed of, and how much the said lands and tenements are worth by the year, and what is the value of the same goods and chattels"); and how old he is, and who are his heirs and next of kin, and the ages of the said heirs or next of kin respectively.

And for the purposes aforesaid, we do authorize and empower you to issue, under your hand and seal, all such writs of venire, subpœna, and habeas corpus as to you shall seem necessary and proper, and to enforce obedience to the same, and to make all necessary orders and rules in the premises as fully as our said Court may lawfully do; and the inquisition so to be made you are to return to our said Court on or before the ——— day of ——— next, under your hand and seal, and the hands and seals of those by whom you shall make that inquisition, together with this commission.

Witness the Honorable John Dean, President Judge of our said Court at Hollidaysburg, the ——— day of ———, A. D. 18—.

CHARLES GEESEY,  
 Prothonotary.

(9.) *Return of Commissioners.*

The execution of this commission appears in the schedule hereto annexed.

\_\_\_\_\_, \_\_\_\_\_, }  
 \_\_\_\_\_, \_\_\_\_\_, } Commissioners.  
 \_\_\_\_\_, \_\_\_\_\_, }

(10.) *Notice to Relations. Act June 13, 1836.*

To \_\_\_\_\_: Notice is hereby given you that a commission issued by the Court of Common Pleas of Blair County on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, and directed to us to inquire of the lunacy (or habitual drunkenness) of Aaron Jones, will be executed at, &c., in said county, on the \_\_\_\_\_ day of \_\_\_\_\_ next, at \_\_\_\_\_ o'clock in the \_\_\_\_\_ noon.

Witness, &c.

\_\_\_\_\_, \_\_\_\_\_, }  
 \_\_\_\_\_, \_\_\_\_\_, } Commissioners.  
 \_\_\_\_\_, \_\_\_\_\_, }

(11.) *Venire to Sheriff. Act June 13, 1836.*

Blair County, ss.

The Commonwealth of Pennsylvania to George Fay, Sheriff of Blair County, greeting: These are to will and require you to summon \_\_\_\_\_ persons (not more than twelve nor less than six), good and lawful men of your bailiwick, to come before the undersigned commissioners, by virtue of a commission in the nature of a writ *de lunatico inquirendo*, issued by the Court of Common Pleas of the county aforesaid, at, &c., in said county, on the \_\_\_\_\_ day of \_\_\_\_\_ next, at \_\_\_\_\_ o'clock in the \_\_\_\_\_ noon of said day, to inquire of the lunacy (or habitual drunkenness) of Aaron Jones in said commission named, and such other things as shall be given them in charge in that behalf.

Given under the hand and seal of the said commissioners, the \_\_\_\_\_ day of \_\_\_\_\_, A. D. one thousand eight hundred and \_\_\_\_\_.

\_\_\_\_\_, \_\_\_\_\_, }  
 \_\_\_\_\_, \_\_\_\_\_, } Commissioners.  
 \_\_\_\_\_, \_\_\_\_\_, }



(12.) *Return of Sheriff.*

Blair County, ss.

The execution of this precept appears in the panel hereto annexed. So answers

GEORGE FAY,  
Sheriff.

(Names of jurors to follow above return.)

(13.) *Subpœna to Witnesses. Act June 13, 1836.*

Blair County, ss.

The Commonwealth of Pennsylvania to ———, greeting: You and each of you are hereby notified and required to be and appear in your proper persons at, &c., in said county, on the ——— day of ——— next, at ——— o'clock in the ——— noon of said day, before the undersigned commissioners, by virtue of a commission in the nature of a writ *de lunatico inquirendo*, issuing out of the Court of Common Pleas of Blair County, to inquire amongst other things of the lunacy (or habitual drunkenness) of Aaron Jones in said commission named, then and there to testify to such matters as may have come to your knowledge touching the premises, and all such other matters as shall be demanded of you by virtue of said commission. Herein fail not.

Given under the hand and seal of the said commissioners, this ——— day of ———, A. D. 18—.

—————, }  
—————, } Commissioners.  
—————, }

(14.) *Form of Inquisition where Party is found not to be a Lunatic (or Habitual Drunkard). Act June 13, 1836.*

Inquisition taken at ———, in the county of Blair, on the ——— day of ———, A. D. 18—, before (naming), commissioners, by virtue of a commission in the nature of a writ *de lunatico inquirendo*, under the seal of the Court of Common Pleas of Blair County aforesaid, bearing date the ——— day of ——— in the year aforesaid, and directed to the said (naming commissioners) to inquire (amongst other things) of the lunacy (or habitual drunkenness) of Aaron Jones, of the said county, upon the oaths and affirmations of (naming jury) good and lawful men of said county, who, being respectively sworn or affirmed and charged to inquire of the pre-

mises, on their oaths and affirmations aforesaid, respectively do say, that the aforesaid Aaron Jones is not at the time of taking this inquisition a lunatic (or habitual drunkard).

In testimony whereof, as well the said commissioners as the said jurors have to this inquisition set their hands and seals, the day and year first above written.

_____	_____	} Commissioners.
_____	_____	
_____	_____	
_____	_____	} Jurors.
_____	_____	
_____	_____	

(15.) *Form of Inquisition where Party is found a Lunatic.*  
*Act June 13, 1836.*

Inquisition taken at \_\_\_\_\_, in the county of Blair, on the \_\_\_\_\_ day of \_\_\_\_\_, 18—, before (naming), commissioners, by virtue of a commission in the nature of a writ *de lunatico inquirendo*, under the seal of the Court of Common Pleas of Blair County aforesaid, bearing date the \_\_\_\_\_ day of \_\_\_\_\_, in the year aforesaid, and directed to the said (naming commissioners), to inquire amongst other things of the [§] lunacy of Aaron Jones, of the said county, upon the oaths and affirmations of (naming jury), good and lawful men of said county, who, being respectively sworn or affirmed, and charged to inquire of the premises, on their oaths and affirmations aforesaid, respectively do say that the said Aaron Jones is at the time of taking this inquisition a lunatic, and has been so for more than \_\_\_\_\_ last past, without lucid intervals, and that at the time of his becoming a lunatic he was seized and possessed of certain lands and tenements, as well as certain goods and chattels fully mentioned and described, and valued in a certain schedule hereto annexed; and, so far as can be ascertained by the inquest, the said Aaron Jones has not since aliened or disposed of the said lands and tenements, goods and chattels, or any part thereof (or as may be); [\*] and the inquest aforesaid further say that the said Aaron Jones is of age of sixty years or thereabouts, and that his wife, Mary Jones, of age of fifty years, and John Jones, his son, of age of thirty years, and Samuel Jones, his son, a minor, being of age of sixteen years, are the heirs and next of kin of the said Aaron Jones.

In testimony whereof, as well the said commissioners as the said

jurors have to this inquisition set their hands and seals, the day and year first above written.

_____	_____	}	Commissioners.
_____	_____		
_____	_____		
_____	_____	}	Jurors.
_____	_____		
_____	_____		

(16.) *Form of Inquisition where Party is found an Habitual Drunkard.*  
*Act June 13, 1836.*

(Commence and proceed as in form next above to [§]) habitual drunkenness of Aaron Jones, of the said county, upon the oaths and affirmations of (naming jury), good and lawful men of said county, who, being respectively sworn or affirmed, and charged to inquire of the premises on their oaths and affirmations aforesaid, respectively do say that the said Aaron Jones is an habitual drunkard, and that he is seized and possessed of certain lands and tenements, as well as certain goods and chattels, fully mentioned and described in a certain schedule hereto annexed, and their worth by the year therein fixed and ascertained. (Proceed and close as in form next above from [\*].)

(17.) *Return to Commission.*

To the Honorable, &c.

The execution of the within commission appears by the inquisition and schedule hereto annexed, said inquisition having been taken after due and legal notice to \_\_\_\_\_, the relatives of the said Aaron Jones. So answers

_____	_____	}	Commissioners.
_____	_____		
_____	_____		

(18.) *Inquisition before a Judge, where Estate is small, Party found not to be a Lunatic. Act June 13, 1836.*

Inquisition taken at the court-house in the borough of Hollidaysburg, and county of Blair, the \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord one thousand eight hundred and \_\_\_\_\_, before Robert Stewart, one of the Judges of the Court of Common Pleas of said county, in pursuance of an order of said Court hereto annexed, to

inquire, amongst other things, of the lunacy (or habitual drunkenness) of Aaron Jones, upon the oaths and affirmations of ———, honest and lawful men of said county, impanelled from the jurors attending said Court, who, being sworn and affirmed, and charged to inquire of the premises, do say that the said Aaron Jones is not a lunatic.

In witness whereof, as well the said Judge as the inquest aforesaid, have to this inquisition set their hands and seals, the day and year first above written.

\_\_\_\_\_, \_\_\_\_\_, }  
 \_\_\_\_\_, \_\_\_\_\_, } Jury.  
 \_\_\_\_\_, \_\_\_\_\_, }

I, Robert Stewart, do hereby certify, that it appeared that there was not probable cause for the application for said inquisition.

Witness my hand the day and year above written.

ROBERT STEWART,  
 Judge.

(19.) *Traverse of Inquisition. Act June 13, 1836.*

In the Court of Common Pleas of Blair County.

The Commonwealth of Pennsylvania at the relation of John Jones vs. Aaron Jones.	}	No. —. _____ Term, A. D. 18—.
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And now, to wit, the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, comes the said Aaron Jones by H. M. Baldrige, his attorney, and prays oyer of said commission, the return thereof, and the inquisition thereupon taken; and the same being read and heard, the said Aaron Jones complains, that by color of the premises he is much aggrieved and disturbed, and this not justly, because protesting that the said inquisition aforesaid, and the matters therein contained are insufficient in law, to which he need not nor is bound by law to answer for plea; nevertheless the said Aaron Jones says that he at the time of taking the said inquisition was not a lunatic (or habitual drunkard), but always before and continually after the finding of the said inquisition was and now is of sound mind and understanding (or of entirely sober and temperate habits), fully capable of governing himself and of managing his affairs. Without this, that he, the said Aaron Jones, at the time of the taking of the said inquisition, or at any time before or after was or is now

a lunatic (or habitual drunkard), and incapable and unable to govern himself, or manage his affairs, in manner and form as by said inquisition is found, and this the said Aaron Jones is ready to verify. Wherefore he prays judgment; and that the inquisition aforesaid may be vacated and discharged, and that he may be restored to all things which he has lost under color of the said inquisition, and that he may be no further molested, but of the premises by the Court here may be wholly discharged.

H. M. BALDRIDGE,  
Attorney for Defendant.

(20.) *Replication of Relator. Act June 13, 1836.*

In the Court of Common Pleas of Blair County.

The Commonwealth of Pennsylvania at the relation of John Jones <i>vs.</i> Aaron Jones.	}	No. —. ——— Term, A. D. 18—.
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And A. S. Landis, attorney for the Commonwealth in this behalf, says, that by reason of anything by the said Aaron Jones above in pleading alleged, the said inquisition ought not to be vacated or discharged, nor the said Aaron Jones restored to all things which he has lost; because he says that the said Aaron Jones at the time of the taking of said inquisition and before was and now is a lunatic (or habitual drunkard), so as to be incapable of governing himself, and of managing his affairs in manner and form as by the said inquisition is found. And this the said A. S. Landis, attorney in this behalf, prays may be inquired of by the country.

A. S. LANDIS,  
For Commonwealth.

And the said John Jones does the like.

(For Bond of Committee, see BONDS.)

(21.) *Petition for Appointment of a Commission under Act of April 20, 1869.*

To the Honorable, &c.

The petition of John Jones respectfully represents: That Peter Smith, of the said county, now is and has been for the space of ——— last past insane, and that the welfare of the said Peter Smith, and of others, citizens of the community, requires his restraint. The petitioner therefore prays that a commission composed

of three persons, one of whom, at least, shall be a physician, and another a lawyer, shall be appointed, who shall inquire into and report upon the facts in the case as is directed by Act of Assembly in this behalf; and if it shall be found a suitable case for confinement, that the said Peter Smith may be placed in some hospital for the insane. And he will, &c.

JOHN JONES.

(Append affidavit of truth of petition.)

(22.) *Form of Commission under above Petition.*

Blair County, ss.

Commonwealth of Pennsylvania to William Murray, merchant, W. D. Hall, physician, and D. J. Neff, attorney-at-law, greeting: Whereas we have been informed in our Court of Common Pleas for the county of Blair, that Peter Smith, of said county, now is, and has been for the space of ——— last past, insane; and we being willing to be more fully satisfied of the state of the said Peter Smith in the premises, do hereby appoint, authorize, and command you that at such certain day and place as you shall think fit, you diligently inquire under your respective oaths and affirmations whether the said Peter Smith is insane or not, and whether the welfare of himself and others requires his restraint; and that in the premises, and for the purposes aforesaid, you shall hear such evidence as may be offered touching the merits of the case as well as the statements of the party complained of, or his counsel; and further, whether in your opinion it is a suitable case for confinement. And in this behalf we do authorize and empower you to issue, under your hands and seals, any and all writs as to you shall seem necessary and proper, and to enforce obedience to the same; and to make all necessary orders and rules in the premises, as fully as said court may lawfully do, and the inquisition so to be made you are to return to our said court on or before the ——— day of ——— next, under your hands and seals.

Witness the Honorable John Dean, President Judge of our said court at Hollidaysburg, the ——— day of ———, 18—.

CHARLES GEESEY,  
Prothonotary.

(23.) *Form of Inquisition under above Petition.*

Inquisition taken at ——— on the ——— day of ———, A. D. one thousand eight hundred and ———, before William Murray,

merchant, W. D. Hall, physician, and D. J. Neff, attorney-at-law, commissioners, by virtue of a commission under the seal of the Court of Common Pleas of Blair County, bearing date the —— day of ——, in the year aforesaid, and directed to the commissioners aforesaid, to inquire amongst other things of the insanity of Peter Smith, of the county aforesaid. And the said commissioners, on their oaths and affirmations respectively, do say that in the performance of their duty in the premises they heard such evidence as was offered touching the merits of the case, as well as the statements of the said Peter Smith (or of his counsel, Thomas H. Greevy), and that they are of the opinion that the aforesaid Peter Smith is, at the time of taking this inquisition, insane, and that the welfare of himself and others require his restraint, and that it is a suitable case for confinement in a hospital for the insane.

In testimony whereof, the commissioners aforesaid have to this inquisition set their hands and seals the day and year first above written.

WILLIAM MURRAY, [SEAL.]

W. D. HALL, M.D., [SEAL.]

D. J. NEFF. [SEAL.]

(24.) *Petition for Discharge of Insane Persons under Section 7, Act of April 20, 1869.*

To the Honorable, &c.

The petition of John Jones respectfully represents: That on the —— day of ——, A. D. 18—, at a Court of Quarter Sessions of the Peace, held in and for the county of Blair, such proceedings were had that one Aaron Jones, then and there charged, arraigned, and tried, for the crime of ——, was acquitted on the ground of insanity; whereupon the Court made order that the prisoner be committed to the Pennsylvania State Lunatic Hospital at Harrisburg, under and by virtue of the provisions of an Act of Assembly, approved April 20, 1869. The petitioner further showing, that the said Aaron Jones is losing his bodily health, and that consequently his welfare would be promoted by his discharge (or that his mental disorder has so far changed its character as to render his further confinement unnecessary), prays that suitable inquisition may be made into the merits of the case, and that the discharge of the said Aaron Jones from such confinement may be ordered, if the result of such inquisition be in accordance with the statements in this petition contained. And he will ever pray, &c.

JOHN JONES.

(Append affidavit of truth of this petition.)

(25.) *Petition for Writ of Habeas Corpus under Act April 20, 1869.*

To the Honorable, &c. (a law judge).

The petition of John Jones respectfully represents: That a certain Peter Smith is now confined in the Pennsylvania State Lunatic Hospital at Harrisburg, Pennsylvania, having been thereto committed as being insane, but by virtue of what proceedings in the premises is to your petitioner unknown (or as may be); your petitioner further represents that the said Peter Smith is not insane, and is thus unjustly deprived of his liberty. He therefore prays your honor to issue a writ of habeas corpus directed to the superintending physician (or as may be) of the said lunatic hospital, commanding that the said alleged lunatic be brought before your honor for a public hearing, where the question of his alleged lunacy may be determined. And he will ever pray, &c.

JOHN JONES.

(Append affidavit of truth of petition.)

(26.) *Petition under Section 9, Act April 20, 1869, to place an Insane Person in a Hospital.*

To the Honorable, &c. (a law judge).

The petition of John Jones respectfully represents: That Peter Smith, of said county, is now, and has been for more than ——— last past, insane, and that he is manifestly suffering from the want of proper care or treatment; your petitioner therefore prays your honor to make an order placing the said Peter Smith in some hospital for the insane, at the expense of those who are legally bound to maintain him. Your petitioner further showing that due notice of this intended application has been served upon John Smith, father (or as may be) of the said Peter Smith, the person to be affected by the order in the premises, by (here specify the mode and time of notice), prays your honor that the said John Smith be directed to appear before your honor on a day certain, that a hearing may be had upon this petition, and to show cause, if any he has, why the order prayed for in this behalf should not be made. And he will ever pray, &c.

JOHN JONES.

(Append affidavit of truth of petition, with copy of notice and proof of service thereof.)



(27.) *Order on Parties under above Petition.*

And now, ———, A. D. 18—, upon hearing the within petition, it is directed that ——— days' notice be given the within named John Smith to appear before me at my chambers in, &c. (or as may be), on the ——— day of ——— next, to answer the within petition, and show cause, if any he has, why the within named Peter Smith should not be placed in some hospital for the insane at his expense.

(28.) *Petition for Commission in case of Lunatic Married Women, under Act of October 28, 1851.*

To the Honorable, &c.

The petition of John Jones respectfully represents: That Mary Jones, the wife of the petitioner, is now and has been for the space of ——— last past insane, as will appear by the affidavits hereto annexed. The petitioner therefore prays that three discreet and intelligent persons, one of whom shall be a practising physician, may be selected and appointed to make an examination of the said alleged insanity, and on report of the facts thereof, to take such order in the premises as is directed by the Act of Assembly in that behalf. And he will, &c.

JOHN JONES.

(Append affidavits as in Form No. 1.)

(29.) *Order to Examine under above Petition.*

Blair County, ss.

At a Court of Common Pleas, held and kept at Hollis-  
[SEAL.] daysburg for the county of Blair, on the ——— day of ———, A. D. one thousand eight hundred and ———, before the Honorable John Dean, President, and his Associates, Judges of said Court. Upon the petition of John Jones, of said county, setting forth that Mary Jones, his wife, was, and has been for the space of ——— last past insane, and praying that three discreet, intelligent persons, one of whom shall be a practising physician, be selected and appointed to make an examination into the alleged insanity of the said Mary Jones. The Court, on due consideration, select and appoint H. L. Hartzell, physician, Samuel Hook, and John Vox to make an examination, personal or otherwise, of such alleged insanity, and report the facts to the Court.

BY THE COURT.

CHARLES GEESEY,  
Prothonotary.

(30.) *Report of Examiners under above Petition.*

To the Honorable, &c.

The undersigned, appointed by the annexed order for the purposes therein mentioned, report that, having been first duly sworn (or affirmed) we did, on the ——— day of ——— last, at the house of the said John Jones, make an examination, personal and by the testimony of witnesses, of the alleged insanity of the said Mary Jones, and report the facts as follows, viz. (set out the facts); we are therefore of opinion that the said Mary Jones is insane.

All of which is respectfully submitted.

H. L. HARTZELL,  
SAM'L HOOK,  
JOHN VOX.

(31.) *Order of Court under above Petition.*

In the Court of Common Pleas of Blair County.

In the matter of the application of John Jones for an examination of the alleged insanity of his wife Mary Jones.

And now, ———, 18—, H. L. Hartzell, physician, Sam'l Hook, and John Vox, heretofore appointed to make an examination into the alleged insanity of Mary Jones, having represented to the Court the facts of the case, and the Court being fully satisfied that the said Mary Jones is insane, do approve said report, and it is ordered that the same be filed of record in said Court, and that the said John Jones, upon giving good and sufficient security to the Commonwealth by bond in the sum of ——— dollars, with sureties, to be approved by the Court, conditioned for the faithful performance of his trust, shall have power to transact all business relating to the management and disposition of the estate, real and personal, of himself, or of the said Mary Jones, in as full and ample a manner as he might or could do, if the said Mary Jones were sane, and gave her full consent thereto.

(32.) *Inventory under Act June 13, 1836.*

By Act 13 June, 1836, it is made the duty of the committee to file, within forty days, a just and true inventory of the estate, real and personal, of the lunatic or habitual drunkard.

(33.) *Affidavit of Committee to Inventory.*

Blair County, ss.

Personally appeared before me E. Thompson, above named, who, being duly sworn, says that the foregoing is a just and true inventory of all the personal estate belonging to the said Aaron Jones, so far as the same has come to his possession or knowledge, and a correct statement of the real estate of the said John Jones.

E. THOMPSON,  
Committee, &c.

Sworn and subscribed to before me, this ——— day of ———,  
A. D. 18—.

B. F. ROSE,  
Alderman.

(34.) *Affidavit to Appraisement.*

Blair County, ss.

Henry Smith and William Fox, being duly sworn, say that they have well and truly, and without prejudice or partiality, appraised the real and personal estate contained in the above and foregoing inventory, and that the same is a just and true appraisement of the estate mentioned therein.

HENRY SMITH,  
WILLIAM FOX.

Sworn and subscribed to before me, this ——— day of ———,  
18—.

B. F. ROSE,  
Alderman.

(35.) *Petition for permission to apply Personal Estate, &c., to Maintenance, &c. Act June 13, 1836.*

To the Honorable, &amp;c.

The petition of E. Thompson, committee, &c., of Aaron Jones, a lunatic (or habitual drunkard), respectfully represents: That the said lunatic (or habitual drunkard) has a wife, Mary Jones, and two children, viz: John Jones and Samuel Jones, the latter of whom is a minor, and has for his guardian John Loudon; that his personal estate amounts to the sum of eight hundred dollars, as by the inventory now on file in the office of the Prothonotary of the said Court, a copy whereof is hereto annexed, will appear, and the rent derived from his real estate is one hundred dollars per annum (if there are any debts then add, "and that there are debts due by the

said lunatic (or habitual drunkard) amounting to three hundred dollars, as appears by the statement thereof hereto annexed").

Your petitioner further represents, that the sum of three hundred dollars will probably be required for the support and maintenance of said lunatic (or habitual drunkard) and his family annually, and the education of his minor child, and that the income from his real and personal estate is not sufficient for the purposes aforesaid. He therefore prays that he may be authorized to apply so much of the principal of the personal estate of the said lunatic (or habitual drunkard) as may be necessary for the purposes aforesaid. And he will, &c.

E. THOMPSON.

(Annex statement of debts due by lunatic (or habitual drunkard) with copy of inventory as on file in the office of the Prothonotary.)

(36.) *Affidavit of Committee to above Petition.*

Blair County, ss.

E. Thompson, the within-named petitioner, being duly sworn, says that the allegations contained in the foregoing petition are correct, as is also the statement of debts therein contained; and that the annexed is a true copy of the inventory of the estate, real and personal, of the said Aaron Jones, as filed in the office of the Prothonotary of said Court.

E. THOMPSON.

Sworn and subscribed to before me, this ——— day of ———, 18—.

W. B. BLAKE,  
Alderman.

(37.) *Petition for Authority to Invest. Act June 13, 1836.*

To the Honorable, &c.

The petition of E. Thompson, committee, &c., of Aaron Jones, a lunatic (or habitual drunkard), respectfully represents: That he has now in his possession, as committee aforesaid, the sum of ——— dollars, money of said Aaron Jones. Your petitioner therefore prays leave be granted him to invest, under direction of the Court, the said money in such stocks or upon such security as shall be approved by the Court. And he will, &c.

E. THOMPSON.

(Append affidavit of truth of petition.)

(38.) *Petition for Sale or Mortgage of Real Estate.*  
*Act June 13, 1836.*

To the Honorable, &c.

The petition of E. Thompson, committee, &c., of Aaron Jones, a lunatic (or a habitual drunkard), respectfully sheweth: That the said Aaron Jones has a wife, Mary Jones, and two children, to wit, John Jones and Samuel Jones, the latter of whom is a minor, and has for his guardian John Loudon; and that the personal estate of the said Aaron Jones is not sufficient for the payment of his debts, as appears by the statement hereunto annexed, exhibiting the same so far as can be ascertained by your petitioner, together with a true and perfect statement or inventory of the real and personal estate of the said Aaron Jones, so far as the same has come to the petitioner's knowledge.

Your petitioner conscionably estimates the sum that will probably be required annually for the support and maintenance of the said Aaron Jones and of his family, and for the education of the said minor child, to be three hundred dollars.

Your petitioner further shows that due notice of this intended application was given to the wife, Mary Jones, and the said John Jones and Samuel Jones, the next of kin of the said Aaron Jones, capable of inheriting the estate, by (here specify the mode and time at which notice was given).

He therefore prays that an order be made, authorizing him to sell at public sale (or to mortgage) the said real estate, or such part of the same as the Court may under the circumstances deem expedient. And he will, &c.

E. THOMPSON.

(Append affidavit of truth of petition.)

(Annex statement of debts due by the lunatic (or habitual drunkard) with copy also of inventory of his real and personal estate as filed in the office of the Prothonotary.)

(39.) *Affidavit to above Petition.*

Blair County, ss.

E. Thompson, the above petitioner, being sworn, says that the statements contained in the above petition are correct and true; that the annexed inventory contains a true and perfect statement of the real and personal estate of the lunatic (or habitual drunkard), so far as the same has come to his knowledge, that the annexed

statement of debts is true and correct so far as he can ascertain the same, and that the estimate of the sum required annually for the purposes mentioned in said petition is reasonable, as he verily believes.

E. THOMPSON.

Sworn and subscribed to before me, this ——— day of ——— 18—.

JOHN O'TOOLE,  
Alderman.

(40.) *Notice of intended Application to Sell or Mortgage.*

To Mary Jones, wife of Aaron Jones, and John Jones and Samuel Jones, children of the said Aaron Jones.

Notice is hereby given, that as committee of the said Aaron Jones, I intend to apply to the Court of Common Pleas of Blair County, on the ——— day of ——— next, for an order authorizing a sale (or mortgage) of such part of the real estate of said Aaron Jones as said Court shall deem expedient, for the support and maintenance of said Aaron Jones and his family, and the education of his minor child.

E. THOMPSON.

(Date.)

(41.) *Affidavit of Service of Notice.*

Blair County, ss.

Peter Williams, being duly sworn, says that he served the within notice upon Mary Jones and John Jones therein named, personally, on the ——— day of ——— instant, by giving them true copies thereof, and on the same day on Samuel Jones, by giving a true copy to his guardian, John Louden.

PETER WILLIAMS.

Sworn and subscribed to before me, this ——— day of ———, 18—.

JOHN O'TOOLE,  
Alderman.

(42.) *Certificate of Appointment of Auditor under Petition to Sell, &c.  
Act June 13, 1836.*

Blair County, ss.

At a Court of Common Pleas, held and kept at Hollis-  
[SEAL.] daysburg for the county of Blair, the ——— day of ———, A. D. one thousand eight hundred and ———, before the Honorable John Dean, President, and his associates, Judges of said Court.

The petition of E. Thompson, committee of the person and estate of Aaron Jones, a lunatic (or habitual drunkard), was presented, setting forth that the personal estate of the said Aaron Jones is not sufficient for the payment of his debts, the support and maintenance of himself and family, and the education of his minor child, and praying the Court to authorize a sale or mortgage of such parts of the real estate of said Aaron Jones as the Court shall deem expedient for the purposes aforesaid. Whereupon the Court appointed Martin Bell, Esquire, auditor to investigate the facts of the case, and report upon the expediency of granting said application, and if the case shall require it, the amount proper to be raised by such sale or mortgage. Due notice of the hearing by the said auditor to be given to Mary Jones, the wife, and John Jones and Samuel Jones, children of said Aaron Jones.

BY THE COURT.

CHARLES GEESEY,  
Prothonotary.

(43.) *Report of Auditor.*

To the Honorable, &c.

The undersigned auditor, appointed by the annexed order, for the purposes therein named, respectfully reports: That having been duly sworn, he sat for the purposes of his appointment at his office in the borough of Hollidaysburg, on the ——— day of ——— last.

That due notice of the time and place of said meeting was given to Mary Jones, the wife of the said Aaron Jones, in the annexed order named, to John Jones, a son of the said Aaron Jones, and to John Loudon, guardian of Samuel Jones, a minor child of the said Aaron Jones, as appears by the proof of service of said notice hereto attached. That there were present at the hearing (here state fully who were present).

The facts of the case in relation to the allegations in the petition your auditor found to be as follows, viz. (set out the same). Your auditor therefore reports: That it is expedient to grant the application of the petitioner, and that the amount proper be raised by sale (or mortgage) will be ——— dollars. Respectfully submitted,

MARTIN BELL,  
Auditor.

(Date.)

(44.) *Decree of Sale under above Petition and Report.*

In the Court of Common Pleas of Blair County.

In the matter of the estate of Aaron Jones, a Lunatic (or Habitual Drunkard).

Upon the application of the committee of the said Aaron Jones for the sale (or mortgage) of his real estate.

And now, ———, 18—, the report of Martin Bell, Esquire, auditor, to investigate the facts in this case, being read and confirmed, it is considered by the Court, that an order do issue to E. Thompson, committee, &c. [§], of said lunatic (or habitual drunkard), to sell the following described real estate of the said lunatic (or habitual drunkard), viz. (describing it), at public sale, upon the following terms, viz. (here set out the terms). Notice of said sale to be given by full advertisement, at least twenty days by handbills posted on at least twenty of the most public places in said county, and in at least two newspapers in said county, not less than three times in each (or as the Court may direct). It is furthermore ordered, that the said committee shall enter into bond to the Commonwealth in the sum of ——— dollars with sureties to be approved by the Court, for the faithful application of the proceeds of said sale, before the confirmation, according to the duties of his trust, and make return to this order to the next term of this Court.

(45.) *Decree of Mortgage under above Petition.*

(Commence and proceed as in Form No. 44 to [§]), of the said Aaron Jones, to raise by mortgage of the following described real estate of said lunatic (or habitual drunkard), viz. (describing it), the sum of ——— dollars for the payment of his debts, the maintenance and support of himself and his family, and the education of his minor child, at a rate of interest not exceeding six per cent. per annum, and that before the confirmation of said mortgage the said committee enter into bond to the Commonwealth, in the sum of ——— dollars, with sureties to be approved by the Court, for the faithful application of the proceeds of said mortgage, according to the duties of his trust, and make return to this order to the next term of this Court.



(46.) *Return of Committee to Order of Sale, and his Petition to Confirm the same.*

To the Honorable, &amp;c.

The petition of E. Thompson, committee, &c., of Aaron Jones, a lunatic (or a habitual drunkard), respectfully sheweth: That in pursuance of an order of this Court, made the —— day of —— last past, for the public sale of (certain of) the real estate of the said Aaron Jones, a lunatic (or a habitual drunkard), viz. (here describe the property), your petitioner did, on the —— day of —— last, at —— o'clock in the —— noon of said day, expose the above-described premises to public sale (having first given notice of, and made known the terms of said sale as specified in the said order), and sold the same for the sum of —— dollars to John Smith, he being the highest and best bidder, and that the highest and best price bidden for the same. Your petitioner has given security (as hereon endorsed and approved by the Court) for the faithful application of the proceeds of such sale, according to the duties of his trust. He therefore prays the Court to confirm the sale so as aforesaid made, and to grant him permission to execute such deed of sale as may be according to the terms of the said contract, and he will, &c.

E. THOMPSON,  
Committee.

(Append affidavit of truth of petition.)

(47.) *Return of Committee to Order to Mortgage.*

To the Honorable, &amp;c.

The petition of E. Thompson, committee, &c., of Aaron Jones, a lunatic (or habitual drunkard), respectfully sheweth: That in pursuance of an order of this Court, he has raised by loan from John Smith, the sum of —— dollars, for the purposes in said order mentioned, payable in —— from ——, with interest at the rate of six per cent. per annum, and to secure the payment thereof has executed a mortgage to the said John Smith on the real estate of the said Aaron Jones, described in said order, which mortgage he prays may be confirmed by the Court.

E. THOMPSON,  
Committee.

(Append affidavit of truth of petition.)

(48.) *Petition of Committee to Court of another County for Sale or Mortgage. Act June 13, 1836.*

To the Honorable the Judges of the Court of Common Pleas of Cambria County.

The petition of E. Thompson, committee, &c., of Aaron Jones, of the county of Blair, a lunatic (or habitual drunkard), respectfully represents: That, on ——— day of ——— last, such proceedings were had in the Court of Common Pleas of said county of Blair, upon the application of the petitioner for an order authorizing him to sell or mortgage such parts of the real estate of the said Aaron Jones as the Court should deem expedient, for the payment of his debts, the maintenance and support of himself and family, and the education of his minor child, that the said Court authorized the petitioner to raise the sum of ——— dollars from the real estate of the said Aaron Jones, situate in said county of Cambria, viz. (describing it); for the purposes aforesaid, by sale or mortgage thereof, as the said Court might deem expedient; as will appear by an exemplification of the records of the Court of Common Pleas of Blair County, herewith exhibited.

The petitioner therefore prays the Court to make an order for the sale or mortgage, as they shall deem expedient, of said real estate for the purposes aforesaid. And he will, &c.

E. THOMPSON.

(Append affidavit of truth of petition.)

(For Bond of Committee on Sale of Real Estate, see BONDS.)

(49.) *Petition of Purchaser for Deed where Committee Refuses to Execute same, with Notice. Act June 13, 1836.*

To the Honorable, &c.

The petition of John Smith respectfully represents: That, on the ——— day of ——— last, E. Thompson, committee, &c., of Aaron Jones, a lunatic (or habitual drunkard), by virtue of an order of this Court, made the ——— day of ——— last, did expose to public sale the real estate of said lunatic (or habitual drunkard), in said order mentioned, viz. (describing it); and then sold the same to your petitioner for the sum of ——— dollars, on the conditions specified in the said order [§]; that the said E. Thompson has neglected and refused to execute a deed for said real estate to your petitioner. He therefore showing, by affidavit hereto annexed, that due notice has been given to the said E. Thompson of this intended

application, prays the Court, that unless sufficient cause be shown by the said E. Thompson for such neglect and refusal, the Prothonotary of this Court be directed to execute and deliver to your petitioner the necessary deed for the real estate hereinbefore described, on his paying into Court the said purchase-money otherwise payable to the said committee, and in other respects complying with the terms of said contract. And he will, &c.

JOHN SMITH.

(Append affidavit of truth of petition.)

(50.) *Form of Notice to Committee of Intended Application.*

To E. Thompson, committee, &c., of Aaron Jones, a lunatic (or habitual drunkard).

Notice is hereby given you that, in consequence of your neglect and refusal to execute a deed for the real estate of said Aaron Jones, purchased by me at public sale, on the ——— day of ——— last, under an order of the Court of Common Pleas of Blair County, made on the ——— day of ——— last, and to you directed, I shall apply to the said Court on the ——— day of ——— next, to direct the Prothonotary of said Court to execute to me a deed for the same, unless sufficient cause be shown for such neglect and refusal.

———, 18—.

JOHN SMITH.

(Append affidavit showing mode and time of service of above notice.)

(51.) *Petition of Purchaser for Deed on Death, &c., of Committee, and appointment of New Committee. Act June 13, 1836.*

To the Honorable, &c.

(Commence and proceed as in Form No. 49 to [§]): That since said sale, the said E. Thompson, committee aforesaid, has died (or as may be), without having executed a deed for the said real estate to your petitioner: And that George Woods has since been appointed committee, &c., of said Aaron Jones. Your petitioner therefore prays that the said George Woods, upon his giving security to the satisfaction of the Court, for the faithful application of the proceeds of the sale of the said real estate according to the duties of his trust, be ordered and directed to execute a deed for the same to your petitioner, upon payment by him of the purchase-money aforesaid, and the performance of the terms of the aforesaid contract of sale. And he will, &c.

JOHN SMITH.

(Append affidavit of truth of petition.)

(52.) *Petition of Purchaser for Deed on Death of Committee.*  
*Act June 13, 1836.*

To the Honorable, &c.

(Commence and proceed as in Form No. 49 to [§]); that since said sale, the said E. Thompson, committee aforesaid, has died (or as may be) without having executed a deed for the said real estate to your petitioner. He therefore prays that the Prothonotary of this Court be directed to execute and deliver to him the necessary deed for said real estate, on his paying into Court the said sum of money otherwise payable to E. Thompson, and in other respects complying with the terms of the aforesaid contract of sale. And he will, &c.

JOHN SMITH.

(Append affidavit of truth of petition.)

(53.) *Petition of Mortgagee on Death of Committee.* *Act June 13, 1836.*

To the Honorable, &c.

The petition of John Smith respectfully represents: That, on the ——— day of ———, A. D. 18—, under and by virtue of an order of this Court, bearing date the ——— day of ——— last, E. Thompson, committee, &c., of Aaron Jones, a lunatic (or a habitual drunkard), entered into an agreement with your petitioner to borrow from him the sum of ——— dollars for the purposes in said order mentioned, and to be secured by a mortgage on the real estate of said lunatic (or habitual drunkard), in said order described, viz: all that, &c., and to be paid on the ——— day of ———, with legal interest. That since the making of said contract, the said E. Thompson, committee aforesaid, has died without having received from the petitioner the money so contracted to be borrowed.

Your petitioner therefore prays that the Prothonotary of this Court be directed to execute the said mortgage, upon the petitioner paying into Court the said sum of money otherwise payable to said committee, and in other respects complying with the terms of the said contract for mortgage. And he will, &c.

JOHN SMITH.

(Append affidavit of truth of petition.)

(54.) *Petition to enforce Specific Performance of Parol Contract of Lunatic (or Habitual Drunkard). Act June 13, 1836.*

To the Honorable, &c.

The petition of John Smith respectfully represents: That, on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, Aaron Jones, of said county, entered into a parol agreement with the petitioner, by which he bound himself to convey in fee simple a certain tract or piece of land (describing it), with the appurtenances, to your petitioner for the sum of \_\_\_\_\_ dollars, in manner following, viz: \_\_\_\_\_ dollars on or before the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, and the remaining \_\_\_\_\_ dollars on or before the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, when a deed from the said Aaron Jones for the same was to be delivered to your petitioner. That your petitioner paid the sum of \_\_\_\_\_ dollars so to be paid on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, as aforesaid, and immediately entered into possession of the said tract or piece of land as it was further agreed by the terms of the said contract he should do; that since paying said sum of \_\_\_\_\_ dollars, and entering into possession as aforesaid, he has made the following improvements, viz. (naming them or other matters from which the equity arises): by reason whereof the said contract has been so far executed as that it would be against equity to rescind the same.

That since the making of the contract aforesaid, the said Aaron Jones has become a lunatic (or habitual drunkard), and by an inquisition taken on the \_\_\_\_\_ day of \_\_\_\_\_ last past, under authority of this Court, was so found, being then seized and possessed of the aforesaid tract or piece of land, without having executed and delivered therefor a deed to the petitioner in pursuance of the contract aforesaid; that E. Thompson was duly appointed committee of his person and estate, and that the next of kin of the said Aaron Jones are his wife, Mary Jones, and two children, John Jones and Samuel Jones, the latter of whom is a minor, and has for his guardian John Louden.

Your petitioner therefore showing that he is willing, and hereby offers to perform his part of the contract, prays the Court to direct that due notice of this petition be given to the said E. Thompson, committee aforesaid, and to the said Mary Jones the wife, and John Jones and Samuel Jones, the children of the said lunatic (or habitual drunkard), to appear in Court on a certain day and answer this peti-

tion and show cause, if any they have, why specific performance of said contract should not be decreed according to the true intent and meaning thereof. And he will, &c.

JOHN SMITH.

(Append affidavit of truth of petition.)

(55.) *Petition of Committee to enforce Specific Performance of Contract of Lunatic. Act June 13, 1836.*

To the Honorable, &c.

The petition of E. Thompson, committee, &c., of Aaron Jones, a lunatic (or habitual drunkard), respectfully represents: That the said Aaron Jones did, by a certain contract in writing, dated the ——— day of ———, A. D. 18—, and herewith exhibited, bind himself to grant and convey to John Smith, in fee simple, for the sum of ——— dollars, a certain tract or piece of land (describing the same), with the appurtenances, and in pursuance thereof, ——— dollars were paid to the said Aaron Jones on the ——— day of ———, A. D. 18—, and the remainder was to be paid on the ——— day of ——— then next, at which time a deed was to be executed and delivered to the said John Smith for the said tract or piece of land, &c., that since the making of said contract the said Aaron Jones has become a lunatic (or a habitual drunkard), and was so found to be by an inquisition taken under authority of this Court on the ——— day of ——— last, being then seized of said real estate, and without having executed and delivered to the said John Smith a deed for the same; that your petitioner was, on the ——— day of ———, appointed committee of the person and estate of the said Aaron Jones, and that the next of kin of the said Aaron Jones are Mary Jones his wife, and two children, John Jones and Samuel Jones, the latter of whom is a minor, and has for his guardian John Loudon. [§]

Your petitioner therefore prays that due notice of this application be given to the said John Smith and to the next of kin of the said Aaron Jones to appear in Court on a day certain, and answer this petition and show cause, if any they have, why specific performance of said contract should not be ordered according to the true intent and meaning thereof. And he will, &c.

(Append affidavit of truth of petition.) E. THOMPSON.

NOTE.—Petition of like character may be presented by the purchaser, or by any other party interested.

(56.) *Order on Parties to appear and show cause, &c.*

In the Court of Common Pleas of Blair County.

In the matter of the estate of Aaron Jones, a Lunatic (or Habitual Drunkard), on application of E. Thompson, committee, &c., to enforce contract for sale of land.

And now, ———, A. D. 18—, upon the hearing of the petition of the said E. Thompson, committee of the said Aaron Jones, it is directed that twenty days' notice be given to John Smith, and to Mary Jones the wife, and John Jones and Samuel Jones, the children of said lunatic (or habitual drunkard), to appear in this Court on the ——— day of ——— next, to answer the petition of the said E. Thompson, committee, &c., and show cause why specific performance of the contract mentioned in said petition should not be decreed according to the true intent and meaning thereof.

(57.) *Decree of Specific Performance.*

In the Court of Common Pleas of Blair County.

In the matter of the estate of Aaron Jones, a Lunatic (or Habitual Drunkard) upon the application of E. Thompson, committee, &c., to enforce contract, &c.

And now, ———, 18—, the Court having fully considered the said petition, and the facts in the case being sufficient in equity, and no sufficient cause being shown to the contrary by John Smith the purchaser, by Mary Jones the wife, or by John Jones or Samuel Jones, children of the said Aaron Jones, upon whom due service of the notice hereinbefore directed was made as is shown by the proof thereof, the Court decree that the said contract be specifically performed according to the true intent and meaning thereof.

And it is further directed by the Court, that upon the payment by the said John Smith of the sum of ——— dollars, the remainder of the purchase-money payable according to the terms of said contract, that the said E. Thompson, committee aforesaid, do execute a good and sufficient deed, conveying to the said John Smith, in fee simple, the said tract or piece of land in said contract mentioned, in accordance with the intention of the same.

(58.) *Petition to Rescind Contract. Act June 13, 1836.*

To the Honorable, &c.

(Commence and proceed as in Form No. 55 to [§]).

The petitioner therefore showing that (here set out such facts as

show the advantage to lunatic's estate to rescind), prays that due notice of this petition be given to the said John Smith and the said Mary Jones, John Jones, and Samuel Jones to appear in open Court on a day certain to answer this bill and petition, and, with the assent of the said John Smith, to show cause why a decree for the rescission of the said contract should not be made, if such proceeding shall not be disadvantageous to the estate of said Aaron Jones and upon such terms as shall be equitable and just. And he will, &c.

(Append affidavit of truth of petition.) E. THOMPSON.

(59.) *Petition for Sale of Timber. Act April 16, 1849.*

To the Honorable, &c.

The petition of E. Thompson, committee, &c., of Aaron Jones, a lunatic (or habitual drunkard), respectfully represents: That the said Aaron Jones is the owner of a certain tract or piece of land, situate (describing the same), of which about —— acres is woodland, and that as the same is more than necessary for said real estate, —— acres of the same might be cut off without disadvantage. The petitioner therefore prays that he be authorized to sell and dispose of the wood and timber growing or standing upon —— acres of said land, the purchaser to have the privilege of entering upon said land to cut and carry away the same, or that he be authorized in his discretion to cut the same and dispose thereof when cut, if in the opinion of the Court the conversion of the same into money in either of the modes aforesaid will be beneficial to said lunatic (or habitual drunkard), in order that the proceeds of such sales shall form a part of his personal estate as if originally a part thereof (or "be expended in improving the real estate of the said Aaron Jones, the buildings of which are now out of repair," or as may be). And he will, &c.

E. THOMPSON.

(Append affidavit of truth of petition.)

(60.) *Decree under above Petition.*

And now, ——, 18—, the within petition being read and considered, and the Court being of opinion that the conversion into money of the wood from —— acres of the real estate, mentioned in said petition, will be beneficial to the said Aaron Jones, the said E. Thompson, committee, &c., aforesaid, is hereby authorized to sell and dispose of the wood from —— acres of said real



estate, the purchaser to have the privilege of entering thereon to cut and carry away the same, or in the discretion of said committee to cut the same and dispose thereof when cut; the proceeds thereof to form a part of the personal estate of the said Aaron Jones as if originally a part thereof (or "to be expended in improving the real estate of said lunatic" (or habitual drunkard), or as may be), the said E. Thompson entering into bond to the Commonwealth, with sureties to be approved by the Court, in the sum of \_\_\_\_\_ dollars, for the due application of the proceeds of said timber.

(61.) *Petition to Discharge Lunatic from Arrest in Civil Action.*  
*Act 13 June, 1836.*

In the Court of Common Pleas of Blair County.

William Bobb	}	No. —.	Term, A. D. 18—.
<i>vs.</i>			
Aaron Jones.	}		Capias Trespass, Bail \$500.

To the Honorable the Judges of the Court of Common Pleas of Blair County aforesaid.

The petition of John Jones respectfully represents: That the said Aaron Jones is the father of the petitioner (or as may be) who was, on the \_\_\_\_\_ day of \_\_\_\_\_ instant, arrested and is now held in custody of the sheriff of said county, by virtue of a writ of *capias ad respondendum*, issued in the above case; that the said Aaron Jones was on the \_\_\_\_\_ day of \_\_\_\_\_ last, found to be a lunatic (or habitual drunkard), as by a certified copy of the proceedings had upon an inquisition held under the authority of this Court herewith produced will appear.

The petitioner therefore prays the Court to discharge the said Aaron Jones from arrest and imprisonment aforesaid without bail. And he will, &c.

JOHN JONES.

(Append affidavit of truth of petition.)

(62.) *Affidavit of Plaintiff under above Petition.*

In the Court of Common Pleas of Blair County.

William Bobb	}	No. —.	Term, A. D. 18—.
<i>vs.</i>			
Aaron Jones.	}		Capias Trespass, Bail \$500.

Blair County, ss.

William Bobb, being duly sworn, says that he verily believes that the inquisition by which Aaron Jones, the above-named defen-

dant, was declared a lunatic (or habitual drunkard) was unduly and untruly found (or that Aaron Jones, the above-named defendant, has been restored to a sound state of mind). WILLIAM BOBB.

Sworn and subscribed to this ——— day of ———, A. D. 18—, before

B. F. ROSE,  
Alderman.

(63.) *Petition to Vacate Appointment of Committee of Lunatic, &c.*  
*Act June 13, 1836.*

To the Honorable, &c.

The petition of John Jones respectfully represents: That such proceedings were had in the said Court on the ——— day of ———, A. D. 18—, that Aaron Jones, of the same county, was found to be a lunatic (or a habitual drunkard), and E. Thompson was appointed committee of his person and estate, and undertook the said trust; that the said committee aforesaid has for more than forty days since his appointment as aforesaid neglected to exhibit a true and perfect inventory of the estate and property of the lunatic (or habitual drunkard), which has come to his hands and knowledge according to law (or as may be). The petitioner further showing that he is a son of the said Aaron Jones and a person interested, prays the Court to issue a citation to the said E. Thompson, committee as aforesaid, to appear on a day certain to answer the said charge; and to make such other and necessary rules and orders for bringing the said matter to a hearing, as to the Court may seem proper; and if upon the hearing thereof the Court shall be satisfied of the truth of the statements in this petition contained, that they will vacate the appointment of the said E. Thompson as committee aforesaid, remove him, and appoint some other suitable person as committee of the said lunatic (or habitual drunkard) in his place and stead. And he will, &c.

JOHN JONES.

(Append affidavit of truth of petition.)

(64.) *Petition of Lunatic (or Habitual Drunkard) alleging Restoration or Reformation, and praying the Court for Supersedeas, &c.*  
*Act June 13, 1836.*

To the Honorable, &c.

The petition of Aaron Jones respectfully represents: That your petitioner was found, by inquisition held on the ——— day of

——, A. D. 18—, to be a lunatic (or habitual drunkard), and on the —— day of ——, E. Thompson was appointed committee of your petitioner. He now represents that he has become restored to his reason, and is perfectly sane (or reformed and habitually sober), and that the said committee, as well as your petitioner's family, are convinced of his said restoration and sanity (or reformation and sobriety), and are now willing and desirous that (in the case of a drunkard add: "the stigma upon your petitioner and his family, as well as") his incapacity to transact business for his and their support, should be removed (in the case of a drunkard add: "as far as in them lies").

Your petitioner therefore prays that proof may be taken of the said facts, and, upon full proof being made of the truth of the said allegations, to make an order that the said commission and the inquisition taken thereon, and the appointment of a committee and all proceedings relating thereto, be altogether superseded and determined (or "suspended," as may be). And he will ever pray, &c.

AARON JONES.

(Append affidavit of truth of petition.)

(65.) *Order for Supersedeas under above Petition.*

And now, ——, 18—, the Court being satisfied by proofs of the facts that the allegations in said petition are true, and that the said Aaron Jones is restored to his reason, and is perfectly sane (or reformed and habitually sober), do order that the commission issued in this case, and the inquisition taken thereon, and the appointment of committee and all proceedings relating thereto, be altogether superseded and determined (or "be suspended until the further order of the Court," as may be).

## MARRIAGE.

MARRIAGE in Pennsylvania is a civil contract. No particular form of ceremony is required by law, neither is it requisite that it should be performed by or before a clergyman or magistrate. 6 Binney, 405; 8 S. & R. 62; 2 Watts, 9.

That the parties may be duly qualified to enter into the contract, it is essential—

1. That they be willing to contract.
2. That they be of sound mind, and have arrived at years of maturity.
3. That neither of the parties is already married to another, who is living, and from whom she or he is not divorced.
4. That the parties are not related by consanguinity or affinity within the degrees prohibited by the Act of 1705.

5. That from and after the first day of October, 1885 (by Act approved June 25, 1885), no marriage shall take place in this Commonwealth until a license shall have been obtained for that purpose from the Clerk of the Orphans' Court in the county where the marriage is performed. This applies as well to those parties who intend solemnizing their marriage themselves as to those who intend having the ceremony performed by a clergyman or magistrate.

6. That in the case of infants under twenty-one years of age, from and after October 1, 1885 (as provided by the Act above mentioned), the consent of parents or guardians shall be first personally given before said Clerk of the Orphans' Court, or certified under the hand of such parent or guardian, attested by two adult witnesses, and the signature of such parent or guardian shall be properly acknowledged before a competent officer, which certificate and oath shall be filed of record in said office before a marriage license shall be granted.

The validity of a marriage is to be determined by the law of the place where it was celebrated; if valid there, it is valid anywhere. 10 Watts, 158. The only exceptions to this rule being marriages forbidden by the public law of a country from motives of policy, such as polygamy, &c.; and those celebrated in foreign countries by subjects entitling themselves, under special circumstances, to the benefit of the laws of their own country. Story's Confl. of L. c. 5, 100.

(1.) *Form of License. Act 1885.*

State of Pennsylvania, }  
County of ———, } ss.

To any Minister of the Gospel, Justice of the Peace, or other officers or persons authorized by law to solemnize marriage.

You are hereby authorized to join together in the holy state of matrimony, according to the rites and ceremonies of your church, society, or religious denomination, and the laws of the Commonwealth of Pennsylvania, A. B. and C. D.

Given under my hand and seal of the Orphans' Court of said county of ———, at ———, this ——— day of ———, A. D. one thousand eight hundred and ———.

—————, Clerk.

**NOTE.**—The license shall have appended to it two certificates, numbered to correspond with the said license (one marked original and one marked duplicate), which shall be in form as follows:—

(2.) *Form of Certificate. Act 1885.*

I, ———, hereby certify that, on the ——— day of ———, one thousand eight hundred and ———, at ———, ——— and ——— were by me united in marriage in accordance with license issued by

the Clerk of the Orphans' Court of ——— County, Pennsylvania,  
numbered ———.

———,  
Minister of the Gospel.

(Or as may be the case.)

NOTE.—The "original" of the above certificate shall be given to the persons married, and the "duplicate" shall be returned, by the party solemnizing the marriage, to the clerk of the Orphans' Court from which the license issued.

(3.) *Form of License granted to Parties intending to solemnize their Marriage themselves. Act 1885.*

To A. B. and C. D.

Legal evidence having been furnished to me in accordance with the Act of Assembly, approved the ——— day of ———, one thousand eight hundred and eighty-five, this certifies that I am satisfied that there is no legal impediment to you joining yourselves together in marriage.

A. B.,  
Clerk.

(4.) *Form of Certificate under above License.*

We hereby certify that, on the ——— day of ———, one thousand eight hundred and ———, we united ourselves in marriage at ———, in the county of ———, having first obtained from the Clerk of the Orphans' Court of said county a declaration that he was satisfied that there were no existing legal impediments to our so doing.

A. B.,  
C. D.

We, the undersigned, were present at the solemnization of the marriage of A. B. and C. D., as set forth in the foregoing certificate.

D. E.,  
E. F.

NOTE.—A duplicate of the above certificate must be returned to the clerk of the Orphans' Court from which the license issued.

(5.) *Form of Marriage Ceremony.*

*Clergyman or Magistrate.* We are gathered together here, in the sight of God and in the presence of this company, to join together this man and this woman in holy matrimony, which is honorable, and is not, by any, to be entered into unadvisedly or lightly; but reverently, discreetly, advisedly, soberly, and in the fear of God.

Into this holy estate these two persons present come now to be joined. If any one can show just cause why they may not lawfully be joined together, let him now speak, or else hereafter forever hold his peace.—A. B., wilt thou have this woman to be thy wedded wife, to live together, after God's ordinance, in the holy estate of matrimony? Wilt thou love her, comfort her, honor and keep her, in sickness and in health, and, forsaking all others, keep thee only unto her, so long as you both shall live?

*Answer of the Bridegroom.* I will.

*Clergyman or Magistrate.* C. D., wilt thou have this man to be thy wedded husband, to live together, after God's ordinance, in the holy estate of matrimony? Wilt thou obey him, love, honor, and keep him, in sickness and in health, and, forsaking all others, keep thee only unto him, so long as you both shall live?

*Answer of the Bride.* I will.

(The Bridegroom and Bride join right hands.)

*Clergyman or Magistrate.* Forasmuch as A. B. and C. D. have consented together in holy wedlock, and have witnessed the same before God and this company, and have given and pledged their faith each to the other, and have declared the same by joining of hands, I do pronounce them *man* and *wife*; and let no one put asunder those who have thus been joined together in the presence of God and before this company.

## MECHANIC'S LIEN.

A MECHANIC'S LIEN is a right created by statutory law by means whereof certain creditors of an owner of real estate are enabled to enforce the payment of a debt, or to determine such ownership by due process; and which right cannot be exercised or enforced beyond the strict grant as given by the Act.

The common law gave no lien to a mechanic who had performed labor in the building of a house upon the land of another, and to remedy this defect the statute laws of most of the States have given a lien to mechanics and others, upon buildings, for work done and materials furnished in the erection of them. Our Act of June 16, 1836, which has supplied and repealed all former laws upon the subject in force in our State, provides that every building erected within the several counties of the Commonwealth, to which the former lien laws extended, shall be subject to a lien for the payment of all debts contracted for work done or materials furnished "for or about the erection or construction of the same;" and by various subsequent statutes the provisions of this Act have been extended throughout the Commonwealth. T. & H. § 1984. Many Acts (general and special) have also been passed by the Legislature relative to the nature and character of the lien; the persons entitled to the same; the duration thereof; the estate bound thereby, and the practice in reference

thereto; while the decision of our Courts upon the construction of such statutes are numerous. As these statutes are all in derogation of the common law, and a party who invokes their protection must bring himself strictly within their provisions, a thorough examination thereof, as of the decisions of our Courts under them, is a necessary precaution in practice. No better exposition of the law can be consulted than Brightly's Troubat & Haly's Practice. To attempt the same here would be impracticable.

(1.) *General Form of Claim. Act June 16, 1836.*

In the Court of Common Pleas of Blair County.

<p>_____          vs.          _____,          Owner or reputed owner,          And _____,          Contractor.</p>	}	Mechanic's Lien.
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\_\_\_\_\_, above named, who is entitled to the benefit of the provisions of the Act of Assembly, approved the sixteenth day of June, A. D. 1836, entitled "An Act relating to the lien of mechanics and others upon buildings," and the several supplements thereto, in respect to the lien and remedy thereby given for the payment of a debt due to him contracted for work done (or "for materials furnished," or "for work done and materials furnished," as the case may be) by him for and about the [¶] erection and construction of [§] a building erected within said county, hereinafter more particularly described, in compliance with the provisions aforesaid, doth hereby set forth this his claim or statement of demand as follows, viz. [†]

The name of the party claimant is \_\_\_\_\_.

The name of the owner (or reputed owner) of said building is \_\_\_\_\_, and the name of the contractor is \_\_\_\_\_. [‡]

The amount claimed to be due is \_\_\_\_\_ dollars for work done (or as may be; if the claim is for both work and material, say, "the amount claimed to be due is \_\_\_\_\_ dollars; being \_\_\_\_\_ dollars for work done, and \_\_\_\_\_ dollars for material furnished") within six months last past, to wit: between the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, and the \_\_\_\_\_ day of \_\_\_\_\_ last, for and about the erection and construction of said building; and the statement or bill of particulars hereto annexed as part hereof sets forth specifically the kind of work (or kind of work and material), the items, dates, and amounts thereof, and the price and value of the same. [§§]

Said building is a (here designate and fully describe the same; giving size, number of stories, &c.), and is erected on a certain lot or piece of ground (or on part of a certain message or tract of land), situate, &c. (here describe the same fully and particularly)[††].

He therefore requests the Prothonotary of said Court to file the above and foregoing as a lien against the above described building and the ground covered by said building [\*], and so much other ground immediately adjacent thereto and belonging to the said —, as is necessary for the ordinary and useful purposes of the same, that he may have and obtain the full lien, remedy, and force that is by the above recited Act of Assembly and its supplements in such case provided.

Witness the hand of the said —, this — day of —, A. D. 18—.

(Attach bill of particulars.)

NOTE.—A mechanic may adopt a statement of his claim signed by his attorney. *Donahoo v. Scott*, 12 P. S. R. 45.

(2.) *Claim against several adjoining Buildings. Acts March 30, 1831; June 16, 1836; April 25, 1850.*

(Commence and proceed as in Form No. 1 to [§]) —, three several buildings adjoining each other, erected within said county, hereinafter more particularly described in compliance with the provisions aforesaid, doth hereby set forth this his claim or statement of demand as follows, viz:—

The name of the party claimant is —.

The name of the owner (or reputed owner) of the said three several buildings is —, and the name of the contractor is —.

The amount claimed to be due is — dollars for work done (or as may be, if the claim is for both work and material, say, "the amount claimed to be due is — dollars, being — dollars for work done, and — dollars for material furnished") within six months last past, to wit, between the — day of —, A. D. 18—, and the — day of — last past, for and about the erection and construction of the said three several buildings, and the statement or bill of particulars hereto annexed as part hereof set forth specifically the kind of work (or as may be), the items, dates, and amount thereof, and the price and value of the same.

The said three several adjoining buildings are (here designate and



fully describe the same, fixing the location of each) and are erected on ——— several lots of ground (or on part of a certain messuage or tract of land), situate, &c. (here describe the same fully and particularly).

The said ——— apportions the amount of his claim among the three said several buildings as follows:—

On the building first above mentioned and described (or otherwise designating it), ——— dollars; on the building next above, &c., ——— dollars; and on the building last above, &c., ——— dollars.

He therefore requests the Prothonotary of said Court to file the above and foregoing as a lien against the said three several buildings, and the ground respectfully covered thereby, &c. (close as in Form No. 1 from [\*]).

(3.) *Claim against the separate Estate of a Married Woman.*  
*Acts June 16, 1836; April 11, 1848.*

In the Court of Common Pleas of Blair County.

Sylvester Wilt	}	Mechanic's Lien.
vs.		
Hannah Hade, owner and		
contractor, and George		
Hade her husband.		

Sylvester Wilt, above named (continue as in Form No. 1 to [†]).

The name of the party claimant is Sylvester Wilt.

The name of the owner of said building and of the contractor for the work done and material furnished in and about the erection and construction thereof is Hannah Hade.

The name of the owner of the ground covered by said building, and of all the ground immediately adjacent thereto, and hereinafter particularly described, is Hannah Hade, the same party hereinbefore mentioned as being the owner of the building aforesaid, and which said ground is the separate estate of the said Hannah Hade.

That the said Hannah Hade was at and before the time of making said contract, and at and before and during the erection and construction of said building, and now is a married woman, and the wife of George Hade.

That the said building was erected, and said material was furnished and said work was done (or as may be) under the express and sole authority and direction, and under the supervision of the

said Hannah Hade (if under a written contract, say, "and under and in pursuance of a contract between the said Sylvester Wilt and the said Hannah Hade, dated the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, for the erection of said building, a copy of which is hereto annexed and made part of this claim").

That the said material was furnished, and the said work was done (or as may be) for and about the improvement of the separate estate of the said Hannah Hade, and were actually applied so as aforesaid.

That the said material furnished and the work done (or as may be) were necessary for the use and enjoyment of the said separate estate of the said Hannah Hade.

The amount claimed to be due is \_\_\_\_\_ dollars for work done (or as may be; if the claim is for both work and material, say, "the amount claimed to be due is \_\_\_\_\_ dollars, being \_\_\_\_\_ dollars for work done, and \_\_\_\_\_ dollars for material furnished") within six months last past, to wit, between the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, and the \_\_\_\_\_ day of \_\_\_\_\_ last past, for and about the erection and construction of the said building (if under a written contract, say, "in pursuance of the contract hereinbefore mentioned, attached hereto and made part hereof as aforesaid;" or if there be no contract, proceed) and the statement or bill of particulars hereto annexed as part hereof sets forth specifically the kind of work (or kind of work and material), the items, dates, and amounts thereof, and the price and value of the same.

(Close as in Form No. 1 from [§§].)

(4.) *Claim on Contract. Acts June 16, 1836; April 16, 1845.*

(Commence and proceed as in Form No. 1 to [‡].)

The amount claimed to be due is \_\_\_\_\_ dollars for (state whether for work done or material furnished, and what kind, or if for both say, "the amount claimed to be due is \_\_\_\_\_ dollars, being \_\_\_\_\_ dollars for, here state the kind of work, and \_\_\_\_\_ dollars for, here state the kind of material) within six months last past, to wit, between the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, and the \_\_\_\_\_ day of \_\_\_\_\_ last past, under and in pursuance of a contract in writing between the said \_\_\_\_\_ and the said \_\_\_\_\_, bearing date the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, for the erection and construction of said building, a copy of which contract is hereto annexed and made part hereof.

(Continue and close as in Form No. 1 from [§§].)

(5.) *Claim for Repairs, Alterations, and Additions.*  
*Acts June 16, 1836; June 28, 1879.*

In the Court of Common Pleas of Blair County.

Edward Freel	}	Mechanic's Lien.
vs.		
Charles Granville, owner or		
reputed owner and contractor (or, and John Jacobs, contractor).		

(Commence and proceed as in Form No. 1 to [¶]) repair, alteration of and addition to a certain building situate within said county hereinafter more particularly described in compliance with the provisions aforesaid, doth hereby set forth this his claim or statement of demand as follows, viz:—

The name of the party claimant is Edward Freel.

The name of the owner (or reputed owner) of said building and of the person with whom the contract was made and for whom the labor was done is Charles Granville (or if the contract was made with a lessee or tenant, say, “and the name of the person with whom the contract was made and for whom the labor was done is John Jacobs,” or as may be).

The sum of money claimed to be due is ——— dollars for mason labor done (or as may be, setting out the kind), and ——— dollars for lumber (or as may be, setting out the different kinds of material) furnished within thirty days last past, to wit, between the ——— day of ———, A. D. 18—, and the ——— day of ——— last, for and about the repair, alteration of, and addition to said building; and the statement or bill of particulars hereto annexed as part hereof sets forth specifically the kind of labor done (or kind of labor done and material furnished), and the items, dates, and amounts thereof. (In case the contract was made with the lessee or tenant of said building, add, “which said labor was done (or as may be) under and by virtue of a contract made with John Jacobs, lessee (or tenant) of said building, he having first obtained the written consent of the owner thereof to such repairs, alterations of, and additions to said building, a copy of which written consent is filed herewith.)

The said building is a dwelling-house (or as may be) being erected upon a certain lot or parcel of ground, situate, &c. (here give description of same and number if any there be, or otherwise describe

the ground, with size, boundaries, &c.), and the improvements thereon and against which this claim is filed, are (here fully and specifically describe the same).

(Close as in Form No. 1 from [††].)

Blair County, ss.

Personally appeared before me, an alderman in and for the city of Altoona, county aforesaid, Edward Freel, above named, who, being duly sworn, says, that the statements in the above claim contained, as well as the items, amounts, and dates in the bill of particulars set forth, and which is to said claim attached and made part thereof, are true, to the best of his knowledge and belief.

EDWARD FREEL.

Subscribed and sworn to, this ——— day of ———, A. D. 18—.

W. B. BLAKE,  
Alderman.

(6.) *Claim for Repairs, Alterations, and Additions. Acts June 16, 1836; May 1, 1861.*

(Commence and proceed as in Form No. 1 to [¶]) repair, alteration of, and addition to (or as may be) a certain building situate within said county, hereinafter more particularly described, in compliance with the provisions aforesaid, doth hereby set forth this his claim or statement of demand as follows, viz:—

The name of the party claimant is ———.

The name of the owner (or reputed owner) of said building is ———, and the name of the contractor is ———.

The amount claimed to be due is ——— dollars for carpenter work done (or as may be, setting out the kind), and ——— dollars for stone (or as may be, setting out the kind of material) furnished within six months last past, to wit: between the ——— day of ———, A. D. 18—, and the ——— day of ——— last, for and about the repair, alteration of, and addition to (or as may be) said building, and the statement or bill of particulars hereto annexed, as part hereof sets forth specifically the kind of work (or “kind of material,” as may be), the items, dates, and amounts thereof, and the price and value of the same.

Said building is a (here designate and fully describe the same, giving size, number of stories, &c.), and is erected on a certain lot or piece of ground (or on a part of a certain messuage or tract of

land), situate, &c. (here describe the same fully and particularly), and the improvements made thereon by the aforesaid repairs, alterations of, and additions to (or as may be) said building are as follows (here fully and specifically describe the same).

(Close as in Form No. 1 from [††].)

NOTE.—The above form, with but a few changes, and which will suggest themselves, may be made to cover a claim filed under Act of August 1, 1868—applicable only to Philadelphia.

(7.) *Claim for Labor upon Leasehold Estate. Acts June 16, 1836 ;  
June 28, 1879.*

In the Court of Common Pleas of Blair County.

George C. Wagonseller	}	Mechanic's Lien.
vs.		
Vincent Hatton, owner (or reputed owner) and Gray		
Grosuch, contractor.		

(Commence and proceed as in Form No. 1 to [¶] construction and erection of (here state the improvement or building, as the same may be), erected upon a certain leasehold in said county, which said (improvement, or as may be), and said leasehold, are both hereinafter more particularly described, in compliance with the provisions aforesaid, doth hereby set forth this his claim or statement of demand as follows, viz:—

The name of the party claimant is George C. Wagonseller.

The name of the owner (or reputed owner) of the property is Vincent Hatton, and the name of the tenant (or lessee) of the same, and with whom the contract was made and for whom the labor was done, is Gray Grosuch.

The sum of money claimed to be due is ——— dollars, for labor done in boring (or in drilling, or in mining, or in constructing and erecting a certain derrick upon said leasehold, or as may be, stating particularly) within thirty days last past, to wit: between the ——— day of ——— and the ——— day of ——— last, for the development or improvement of said leasehold, and the statement or bill of particulars hereto annexed, as part hereof sets forth specifically the kind of labor done, and the time when the labor was done, with the date and amount of each item.

The said property or leasehold is located, &c., and consists of a certain lot or piece of ground (or as may be), bounded and described

as follows, to wit, &c., and the improvements thereon against which this claim is filed are (here fully and specifically describe the same).

He therefore requests the Prothonotary of said Court to file the above and foregoing as a lien against the above-mentioned and described improvements, and upon the above-mentioned and described lot or leasehold, to the extent of the interest of Gray Grosuch, the tenant (or lessee) above named, therein, that he may have and obtain the full lien, remedy, and force that is by the above recited Act of Assembly and its supplements in such case provided.

Witness the hand of the said George C. Wagonseller, this —— day of ——, A. D. 18—.

GEORGE C. WAGONSELLER.

(Append affidavit as in Form No. 5.)

(8.) *Suggestion of Additional Claim. Act April 14, 1855.*

In the Court of Common Pleas of Blair County.

Henry Harvy	}	Mechanic's Lien.	
vs.			
Jason Mott, owner (or re-			} Claim filed, ——, 18—.
puted owner), and Charles			
Jones, contractor.		Docket C., page 200.	

And now, ——, 18—, the said Henry Harvy comes into the Prothonotary's office of said Court, and suggests that since the filing of the above-stated claim, he has furnished additional material (or has performed further work) for and about the erection of the building in the above claim mentioned, viz. (describing the building as in the original claim); of which said Jason Mott is the owner or reputed owner, and the said Charles Jones is the contractor; that the additional material so furnished (or the amount claimed to be due to the said Henry Harvy for the said further work) is —— dollars, the particular items, amounts, and dates thereof being set out in a bill hereto annexed, and made part of this claim; and he suggests the same on the above-stated record as provided by Act of Assembly in that behalf.

(Annex bill of particulars.)

HENRY HARVY.

(9.) *Petition of Defendant where no Scire Facias has issued.*  
*Act June 16, 1836.*

In the Court of Common Pleas of Blair County.

Henry Harvy	}	Mechanic's Lien. Docket C., page 200.
vs.		
Jason Mott, owner (or re-		
puted owner), and Charles Jones, contractor.		

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The petition of Jason Mott, above named, respectfully represents: That, on the \_\_\_\_\_ day of \_\_\_\_\_ last, Henry Harvy, the above-named plaintiff, filed in this Court a claim for the sum of \_\_\_\_\_ dollars for material furnished (or work done) by him for and about the erection and construction of the following-described building, viz. (describe same as in claim), of which the petitioner is the owner; that no part of said claim is due the said plaintiff (or as may be, setting out the facts fully), and that no *scire facias* has been issued on said claim.

The petitioner therefore prays the Court to grant a rule upon the said Henry Harvy and such other persons as may be interested therein, to appear in Court, at a time to be fixed for that purpose, and show cause why said claim should not be proceeded on as if a *scire facias* had been issued by the said Henry Harvy, and had been duly served and returned. And he will, &c.

(Append affidavit of truth of petition.)

(10.) *Suggestion of Another Claimant on Scire Facias.*  
*Act June 16, 1836.*

In the Court of Common Pleas of Blair County.

Henry Harvy	}	No. —. _____ Term, 18—. <i>Scire Facias</i> , sur Mechanic's Lien.
vs.		
Jason Mott, owner (or re-		
puted owner), and Charles Jones, contractor.		

And now, \_\_\_\_\_, 18—, John Kline comes into Court and gives the Court to understand and be informed, that, on the \_\_\_\_\_ day of \_\_\_\_\_, in the year aforesaid, he filed in said Court, under the provisions of the Act of Assembly in such case made and provided,

a claim against the above-named Jason Mott, owner or reputed owner, and Charles Jones, contractor, for the sum of ——— dollars, for materials furnished (or as the case may be) for and about the erection and construction of a certain building, to wit (describing it as in the claim), as appears by the records of this Court; being the same building mentioned in the writ of *scire facias* issued in this case; and thereupon this suggestion is entered of record, and at the request of the said John Kline, the Court grant a rule upon the said Jason Mott and Charles Jones to appear and plead to the said suggestion in thirty days, or that, in default thereof, judgment be entered against them.

(11.) *Boundaries of Lot Designated. Act June 16, 1836.*

Jason Mott, the owner of a certain lot or piece of ground, situate, &c. (here describe the same) (or the owner of part of a tract or piece of land, situate, &c., describing it), desirous of erecting (or as may be) a certain (here designate the character of building) thereon, hereby declares and defines the boundaries of said lot and curtilage appurtenant to said building, as follows, viz. (set out boundaries), in order that the same may be entered upon record according to the provisions of the Act of Assembly of June 16, 1836, and be obligatory on all persons concerned.

Witness the hand of the said Jason Mott, the ——— day of ———, A. D. 18—.

(12.) *Petition for Appointment of Commissioners to Define Boundaries. Act June 16, 1836.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The petition of Henry Harvy respectfully represents: That Jason Mott, of the township of Antis, in said county, is the owner of a certain tract or piece of land, situate, &c. (describing it), in said county, and that the said Jason Mott has commenced the erection of (here designate the character of building), on a lot or piece of ground, part of said tract, without defining and designating the boundaries of the same previously to the commencement of said building, in accordance with the provisions of the Act of Assembly of June 16, 1836, relating to the lien of mechanics and others upon buildings; that the petitioner has a lien upon said tract of land and said lot by (here designate the character of lien),



to secure the payment of ——— dollars. He therefore prays the Court to appoint competent and skilful persons as commissioners, to designate the boundaries of said lot or curtilage to said building, according to provisions of the Act aforesaid. And he will, &c.

(Append affidavit of truth of petition.)

(13.) *Order of Court fixing time, &c., for the appointment of Commissioners. Act June 16, 1836.*

Now, ———, 18—, within petition read and considered, and the ——— day of ———, at ——— o'clock in the ——— noon, at the court-house in the borough of Hollidaysburg, is fixed by the Court for the appointment of commissioners to designate the boundaries of the lot in the within petition mentioned; and direct ten days' notice thereof to be given to the said Jason Mott and all persons interested by (as the Court may direct).

BY THE COURT.

(14.) *Appointment of Commissioners. Act June 16, 1836.*

In the Court of Common Pleas of Blair County.

In the matter of the application of Henry Harvy to designate boundaries of lot of ground of Jason Mott, &c.

And now, ———, 18—, it appearing to the Court that due notice of the hearing of this application has been given, according to the order of the Court to the said Jason Mott and all other parties interested (if the parties agree upon the commissioners, say, "the Court appoint ———, ———, and ———, persons nominated by all the parties in interest," or if the parties cannot agree on the commissioners, say, "and that as the parties cannot agree upon a nomination of commissioners, the Court appoints ———, ———, and ———"), commissioners to designate the boundaries of the said lot or piece of ground in the said application of said Henry Harvy described, or the curtilage appurtenant to the building commenced thereon; and the said commissioners are to examine the place at which said building is being erected, and make report to the Court thereon, sufficiently designating and describing by metes and bounds, with their courses and distances, and by a draft, if necessary, the limits and extent of ground necessary for the convenient use of such building for the purposes for which it is designated.

(15.) *Report of Commissioners. Act June 16, 1836.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

We, the undersigned, commissioners appointed by the annexed order for the purposes therein mentioned, respectfully report: That, having been first severally duly sworn faithfully to perform the duty committed to us, we did, on the ——— day of ——— last, enter upon and examine the place at which the building in said order mentioned is being erected, and designate and describe by metes and bounds, with their courses and distances hereafter specified, as well as by the draft hereto annexed, the limits and extent of ground necessary for the convenient use of said building for the purposes of a dwelling-house, for which it is designed (or as may be), that is to say, beginning, &c. (describing the same specifically with metes and bounds), all of which is respectfully submitted.

—————, }  
 —————, } Commissioners.  
 —————, }

(16.) *Municipal Lien; against Lot for work done in Front of same.*  
*Act April 3, 1851. Form of Claim.*

In the Court of Common Pleas of Blair County.

The Burgess and Town Council of the borough of Tyrone vs. John Wilhelm, owner (or reputed owner).	}	Lien for Labor and Material.
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The borough of Tyrone, claimant above, being entitled to the benefit of the provisions of an Act of Assembly entitled, "An Act regulating boroughs," &c., approved the 3d day of April, A. D. 1851, in respect to the lien and remedy thereby given to boroughs for the collecting of costs for work and materials, with twenty per centum advance thereon, furnished in grading, curbing, paving, and guttering side or foot walks within borough limits, on failure of owners of lots of ground respectively fronting thereon so to do, sets forth in compliance with said provisions by the Burgess and Town Council of said borough the said claim or statement of demand as follows:—

The party claimant is the borough of Tyrone, a municipality within said county of Blair.

The actual (or reputed) owner of the premises or lot of ground hereinafter described, and in front of which the work was done (or "material was furnished," or as may be), as hereinafter mentioned and fully set forth, is John Wilhelm, who is also the occupier of said premises or lot of ground (or "and the occupier of said premises or lot of ground is ——").

The amount claimed to be due is forty-eight dollars, being forty dollars actual cost of work done (or "material furnished," or as may be) in laying and building a pavement (or as the case may be) in front of the premises or lot of ground hereinafter described, within thirty days last past, to wit, between the —— day of ——, A. D. 18—, and the —— day of —— last, a statement or bill of particulars hereunto annexed, and made part hereof, showing the items, dates, and amount of such work (or "material," or as may be), and eight dollars, being twenty per centum advance on the cost for the above-stated labor (or "materials," or as may be) as provided by the Act of Assembly aforesaid.

The said premises or lot of ground is located in the borough of Tyrone aforesaid, situate, &c. (here fully describe the same).

The Prothonotary of said Court is therefore requested to file the above and foregoing as a lien against the above-described premises or lot of ground that the full lien, remedy, and force, provided by the above-recited Act of Assembly, may be had and obtained.

\_\_\_\_\_,  
Borough Solicitor.

## MORTGAGES.

A modern MORTGAGE may be said to be a conveyance of lands to a creditor by a debtor as a pledge or security for the repayment of a sum of money loaned or advanced, with a proviso that such conveyance shall be void on payment of the sum so loaned or advanced on a certain day, with interest. He who gives the mortgage is called the mortgagor, he who takes it the mortgagee. And although the money be not repaid by the mortgagor at the time appointed, by which the conveyance of land becomes absolute at law, he still has an equity of redemption, i. e., a right in equity on payment of the principal, interest, and costs, within a reasonable time, to call for a reconveyance of the land.

In Pennsylvania a mortgage is considered in equity as personal estate. The mortgagee holds the estate merely as a pledge or security for the repayment of his money, and whenever the debt is discharged his interest in the lands determines. The

mortgagor is the real owner of the land, the debt being considered the principal, and the land the accessory.

The remedies on a legal mortgage in Pennsylvania are by ejectment; by *scire facias*; by debt on bond accompanying the mortgage; and in some cases by covenant, but generally by *scire facias*, under Act of Assembly of 1705. Nothing more, however, than the debt, interest, and costs can be recovered by this action.

(1.) *Mortgage; Common Form.*

This indenture, made the twentieth day of December, in the year of our Lord one thousand eight hundred and eighty-four, between John Jones, of the city of Philadelphia, and State of Pennsylvania, of the first part, and William Hatton, of the borough of Hollidaysburg, county of Blair, and State of Pennsylvania, of the second part. Whereas, the said party of the first part, by his certain bond or obligation, bearing date the ——— day of ———, one thousand eight hundred and eighty-four, stands bound unto the said party of the second part in the sum of ten thousand dollars, conditioned for the payment of five thousand dollars, in manner following (here recite manner of payments, &c., as contained in bond): without any fraud or further delay, as by a reference to the said above in part recited bond or obligation will more fully and at large appear.

Now this indenture witnesseth, that the said party of the first part, in consideration of the aforesaid debt or sum of five thousand dollars, and for the better securing the payment thereof unto the said party of the second part, according to the condition of said bond, as well for and in consideration of the further sum of one dollar, well and truly paid to the said party of the first part by said party of the second part at and before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell unto the said party of the second part, his heirs and assigns, all that certain, &c. (here give description of premises), together with all and singular the rights, liberties, privileges, hereditaments, and appurtenances to the same belonging, or in anywise appertaining, and the reversions, remainders, rents, issues, and profits thereof. To have and to hold the premises hereby granted, or mentioned, or intended so to be, with the appurtenances, unto the said party of the second part, his heirs and assigns, forever. Provided always, nevertheless, that if the said party of the first part, his heirs, executors, or administrators, shall well and truly pay, or cause to be paid, unto the said party of the second part, his

executors, administrators, or assigns, the aforesaid debt or sum of five hundred dollars, with interest, in accordance with the above in part recited obligation, without any fraud or further delay, then and from thenceforth these presents, and every matter and thing therein contained, shall cease, and become absolutely null and void.

In witness whereof, the said party of the first party has hereunto set his hand and seal, the day and year first above written.

Signed, sealed, and delivered  
in presence of  
ROBERT PITCAIRN,  
E. M. MASON.

JOHN JONES. [SEAL.]

(2.) *Mortgage ; with Tax, Insurance, and Scire Facias Clause.*

This indenture, made the ——— day of ———, in the year of our Lord one thousand eight hundred and ———, between A. B., of the ———, county of ———, and State of Pennsylvania, of the first part, and C. D., of the ———, county of ———, and State aforesaid, of the second part. Whereas, the said party of the first part, in and by his obligation or writing obligatory, under his hand and seal, duly executed, bearing even date herewith, stands bound unto the said party of the second part in the sum of ten thousand dollars, lawful money of the United States, conditioned that the said party of the first part, his heirs, executors, or administrators, shall and do well and truly pay, or cause to be paid, unto the said party of the second part, his executors, administrators, or assigns, the sum of five thousand dollars, in manner following, to wit (here give manner of payments, &c.). And, in addition thereto, all taxes and charges in nature thereof that may be laid, levied, or assessed upon said obligation, or this indenture of mortgage, or the principal or interest moneys thereby secured, when and as the same shall become due and payable, and exhibit proper receipts for the same to the said party of the second part, his executors, administrators, or assigns. And also, from time to time, and at all times, until payment of said principal sum be made, as aforesaid, keep the buildings, mentioned in this mortgage, insured, for the benefit of the said party of the second part, in a reliable insurance company, or companies, to the amount of at least ——— dollars. And the further condition of the said obligation is such, that if, at any time, default shall be made in the payment of the principal sum or sums as fixed in this indenture, or as provided in

the writing obligatory above referred to, or the interest, as aforesaid, for the space of ——— days after any payment thereof shall fall due, or in the payment of any sum assessed for taxes on said principal sum or interest, as aforesaid, for the space of ——— days after written notice of its assessment shall be left upon the premises hereinafter described, or if a breach of any other of the foregoing conditions be made by the said party of the first part, his heirs, executors, administrators, or assigns, then, and in such case, the said principal sum shall, at the option of the said party of the second part, his executors, administrators, or assigns, become due, and payment of the same, with the interest and taxes and charges of insurance, due thereon, as aforesaid, together with an attorney's commission of ——— per cent. on the said principal sum, besides cost of suit, may be enforced and recovered at once, anything therein contained to the contrary notwithstanding, as in and by the said recited obligation and the condition thereof, relation being thereunto had, may more fully and at large appear.

Now this indenture witnesseth, that the said party of the first part, as well for and in consideration of the said debt or sum of five thousand dollars, and for the better securing the payment of the same, with interest, as aforesaid, unto the said party of the second part, his executors, administrators, or assigns, in discharge of the said recited obligation, as for and in consideration of the further sum of one dollar, lawful money, aforesaid, unto him in hand well and truly paid by said party of the second part, at or before sealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained and sold, released and confirmed, and by these presents doth grant, bargain and sell, release and confirm unto the said party of the second part, his heirs and assigns, all that, &c. (here give description of premises mortgaged), together with all and singular, the rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the revisions and remainders, rents, issues, and profits thereof. To have and to hold the said premises hereby granted or mentioned, and intended so to be, with the appurtenances, unto the said party of the second part, his heirs and assigns, to and for the only proper use and behoof of the said party of the second part, his heirs and assigns, forever.

And the said party of the first part for his heirs and assigns does hereby covenant, promise, and agree to and with the said party of the second part, his executors, administrators, and assigns, that if

the said party of the first part, his heirs or assigns, shall neglect or refuse to keep up the aforesaid insurance, it shall be lawful for the said party of the second part, his executors, administrators, or assigns, to insure the said building in a sum sufficient to secure payment of the said principal debt in case of fire, and shall recover the costs and expenses of such insurance in a suit upon this mortgage.

Provided always, nevertheless, that if the said party of the first part, his heirs, executors, administrators, or assigns, shall well and truly pay, or cause to be paid, unto the said party of the second part, his executors, administrators, or assigns, the said principal sum of five thousand dollars, lawful money, aforesaid, on the days and times hereinbefore mentioned and appointed for payment of the same, together with interest and taxes and costs and charges of insurance, as aforesaid, and without any deduction, defalcation, or abatement to be made of anything for, or in respect of, any taxes, charges, or assessments whatsoever, then and from thenceforth as well this present indenture, and the estate hereby granted as the said above in part recited obligation shall cease, determine, and become void, anything hereinbefore contained to the contrary notwithstanding. And provided, also, that it shall and may be lawful for the said party of the second part, his executors, administrators, or assigns, when and as soon as the said principal sum shall, in any event, become due and payable, as aforesaid, to sue out forthwith a writ or writs of *scire facias* upon this indenture of mortgage, and proceed thereon to judgment and execution for the recovery of said principal sum and all interest and taxes due thereon, and the costs and expenses of insurance, as aforesaid, together with an attorney's commission of ——— per cent. on said principal sum, besides cost of suit, without stay of, or exemption from, execution or other process, with release of errors, any law or usage to the contrary notwithstanding.

In witness whereof, the said parties have hereunto set their hands and seals. Dated the day and year first above written.

- (3.) *Mortgage with clause to keep buildings insured, and that in default of payment of any Instalment of Principal or Interest, a scire facias may at once issue to collect the whole sum due.*

This indenture, made the first day of March, in the year of our Lord one thousand eight hundred and eighty-five, between Richard Roe, of the city of Altoona, county of Blair, and State of Penn-

sylvania, of the first part, and John Doe, of the borough of Tyrone, county and State aforesaid, of the second part. Whereas, the said Richard Roe, in and by his certain obligation or writing obligatory, under his hand and seal duly executed, and bearing even date herewith, stands bound unto the said party of the second part, in the sum of one thousand dollars, conditioned for the payment of five hundred dollars in manner following (here give manner of payments), without any fraud or further delay, as by the said recited bond or obligation, relation to the same being had, may more fully and at large appear.

Now this indenture witnesseth, that the said party of the first part, as well for and in consideration of the aforesaid debt, or sum of five hundred dollars, and for the better securing the payment thereof unto the said party of the second part, his heirs, executors, administrators and assigns, in discharge of the said obligation above recited, as for and in consideration of the further sum of one dollar, well and truly paid to the said party of the first part, by the said party of the second part, at and before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, hath granted, bargained, sold, released, and confirmed, and by these presents doth grant, bargain, sell, release, and confirm, unto the said party of the second part, his heirs and assigns, all that, &c. (here give full description of premises mortgaged), together with all and singular the rights, liberties, privileges, hereditaments, and appurtenances to the same belonging or in anywise appertaining, and the reversions, remainders, rents, issues, and profits thereof. To have and to hold the premises hereby granted, or intended so to be, with the appurtenances, unto the said party of the second part, his heirs and assigns forever.

And it is further understood and agreed, that the said party of the first part will keep the buildings, erected upon the said premises, insured in a reliable insurance company to the amount of at least five hundred dollars, and the policy or policies shall be assigned to and held by the said party of the second part as collateral security for the payment of the moneys secured hereby, and in case said party of the first part shall neglect to insure the buildings as aforesaid, the said party of the second part may take out such policy or policies in his own name, and the premium or premiums paid therefor shall bear interest from the time of payment, and be added to and collected as part of the said principal sum, and in the same manner.



And it is further agreed and understood, that in case default of payment shall be made of any instalment of principal or interest as aforesaid for a period of thirty days after the same shall become due and payable, then, and in that case, the whole of the principal sum and interest shall forthwith become due and payable, and it shall be lawful for the said party of the second part to sue out a writ of *scire facias* upon this indenture of mortgage immediately, and proceed to collect the said moneys, any law, usage, or custom of the State of Pennsylvania to the contrary thereof in anywise notwithstanding. Provided always, nevertheless, that if the said Richard Roe, his heirs, executors, administrators, or assigns, do and shall well and truly pay or cause to be paid unto the said party of the second part, his executors, administrators, or assigns, the aforesaid debt or sum of five hundred dollars on the days and times hereinbefore mentioned and appointed for the payment thereof, together with lawful interest for the same, in the way and manner hereinbefore specified therefor, without fraud or further delay, and without any deduction, defalcation, or abatement to be made for, or in respect of any taxes, charges, or assessments whatsoever, that then, and from thenceforth, as well this present indenture, and the estate hereby granted, as the said obligation above recited, shall cease, determine, and become absolutely null and void, to all intents and purposes, anything hereinbefore contained to the contrary thereof in anywise notwithstanding.

In witness whereof, the said party of the first part has hereunto set his hand and seal, the day and year first above written.

Sealed and delivered in  
the presence of  
Wm. Smith,  
Sam'l Jones.

RICHARD ROE. [SEAL.]

- (4.) *Mortgage; with clause authorizing the issue of writ of sci. fa., and collection of entire amount in case of default in the payment of any Instalment of Debt or Interest with Waiver of Exemption Laws, and with cost of Attorney's Commission for collection.*

This indenture, made the first day of July, in the year of our Lord one thousand eight hundred and eighty-four, between Y. Z., of the borough of ———, county of ———, and State of Pennsylvania, of the first part, and A. B., of the same place, of the second part. Whereas, the said party of the first part, in and by

his certain obligation under his hand and seal, duly executed, and bearing even date herewith, stands bound unto the said party of the second part in the sum of four thousand dollars, conditioned for the payment of the sum of two thousand dollars in manner following, to wit (here give manner of payments as fixed by bond), without fraud or further delay, as in and by the said recited obligation relation to the same being had may more fully and at large appear.

Now this indenture witnesseth, that the said party of the first part, as well for and in consideration of the aforesaid debt or sum of two thousand dollars, and for the better securing the payment thereof, with interest thereon, unto the said party of the second part, his heirs, executors, administrators, and assigns, in discharge of the said obligation above recited, as for and in consideration of the further sum of one dollar, well and truly paid to the said party of the first part, by the said party of the second part, at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, released, and confirmed, and by these presents doth grant, bargain, sell, release, and confirm unto the said party of the second part, his heirs and assigns, all that, &c. (here give description of premises), together with all and singular the rights, liberties, privileges, hereditaments, and the appurtenances to the same belonging or in anywise appertaining, and the reversions, remainders, rents, issues, and profits thereof. To have and to hold the said premises hereby granted or mentioned and intended so to be, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. Provided always, nevertheless, that if the said party of the first part, his heirs, executors, administrators, or assigns, do and shall well and truly pay or cause to be paid, unto the said party of the second part, his heirs, executors, administrators, or assigns, the aforesaid debt on the day and time hereinbefore mentioned and appointed for the payment thereof, together with lawful interest for the same, in the way and manner hereinbefore specified therefor, without any fraud or further delay, and without any deduction, defalcation, or abatement to be made, for or in respect of any taxes, charges, or assessments whatsoever, that then, and from thenceforth, as well this present indenture and the estate hereby granted, as the said obligation, shall cease, determine, and become absolutely null and void to all intents and purposes, anything hereinbefore contained to the contrary notwithstanding.

But provided further, also, that in case default be made at any time in the payment of any one of said instalments of debt or interest, or any part thereof, for thirty days after the same falls due as aforesaid, the whole of the said debt and interest shall, at the option of the said party of the second part, his executors, administrators, or assigns, thereupon become due and payable; and a writ of *scire facias* may be issued forthwith on this mortgage, and prosecuted to judgment, execution, and sale, for the collection of the whole amount of the said debt and interest remaining unpaid, together with all fees, costs, and expenses of such proceedings, including attorney's commission of five per cent. And all errors in said proceedings, together with all stay of, or exemption from execution, or extension of time of payment, which may be given by any Act of Assembly now in force, or hereafter to be passed, are hereby waived and released.

In witness whereof, the said party of the first part has to these presents set his hand and seal, the day and year above written.

(5.) *Mortgage by Committee of Lunatic or Habitual Drunkard, under order of Court.*

Whereas, proceedings were had in the Court of Common Pleas of Blair County, State of Pennsylvania, whereby Nelson Noder, of the township of Antis, in said county, was, by virtue of a commission in the nature of a writ *de lunatico inquirendo* issued from the said Court, bearing date the tenth day of October, A. D. one thousand eight hundred and eighty-three, declared a lunatic (or habitual drunkard, as the case may be), as by a reference to the records of the said Court will fully and at large appear. And, whereas, upon the return of the inquisition aforesaid, the said Court appointed Charles J. Mann committee of the said Nelson Noder, and committed to him the custody and care of the estate (or the person and estate, as may be) of the said Nelson Noder. And, whereas, the said Nelson Noder stands seized in his demesne as of fee of and in a certain tract or piece of land situate in the township of Antis aforesaid, containing three hundred acres, more or less. And, whereas, the said Charles J. Mann, committee aforesaid, on the second day of December, A. D. 1883, presented to the said Court his petition, setting forth that the personal estate of the said lunatic (or habitual drunkard), was not sufficient for the payment of his debts and engagements, the support and maintenance of himself

and family, and for the education of his minor children (or as may be the case), which petition was accompanied with a true and perfect statement and inventory of the real and personal estate of the said lunatic (or habitual drunkard), so far as the same had come to the knowledge of the said committee, and a statement of the debts due by the said lunatic (or habitual drunkard), so far as the same could be ascertained, and an estimate of the sum that would probably be required annually for the support and maintenance of the said lunatic (or habitual drunkard), and for the support and maintenance of his family, and education of his minor children, and praying the said Court to allow him, the said committee, to mortgage the said above-mentioned tract or piece of land for a sum sufficient for the purposes aforesaid, and which petition was further accompanied by proof that due notice of the said committee's intention to make the above application to the said Court had been served upon the wife and children, and upon the guardian of the minor children (or as the case may be) of the said lunatic (or habitual drunkard), who are all the next of kin capable of inheriting the estate of the said lunatic (or habitual drunkard). 1 And, whereas, the said Court, upon the said second day of December, appointed Martin Bell, Esquire, auditor to investigate the facts of the case, and to report upon the expediency of granting said application, and if the case should require it, the amount proper to be raised by such mortgage; who made report to the said Court upon the twentieth day of January, A. D. 1884, among other facts, that it was expedient to grant the application of the said committee, and that the amount proper to be raised by the said proposed mortgage was three thousand dollars 2 (if no auditor be appointed, omit the words between the figures 1 and 2). Whereupon, January 20, 1884, it was considered, and an order was made by the said Court directing and authorizing Charles J. Mann, committee as aforesaid, for the purposes aforesaid, to mortgage the said tract or piece of land for the sum of three thousand dollars, at a rate of interest not to exceed six per cent. per annum, he, the said committee, before the confirmation of the said mortgage, to enter into bond to the Commonwealth of Pennsylvania in the sum of six thousand dollars, conditioned for the faithful application of the proceeds of said mortgage, according to the duties of his trust, and to make return to said order on the first day of the next term of said Court. And, whereas, the said Charles J. Mann, committee as aforesaid, has

negotiated with and secured from D. J. Neff a loan or advance of three thousand dollars, and has executed unto the said D. J. Neff his bond or obligation, as committee aforesaid, of even date herewith, in the sum of six thousand dollars, conditioned for the payment of three thousand dollars, ten years from the date hereof, with interest at six per cent. per annum, without any fraud or further delay, as by a reference to the said above in part recited bond or obligation will more fully and at large appear.

Now this indenture, made and concluded the fifteenth day of March, A. D. one thousand eight hundred and eighty-four, between Charles J. Mann, committee of the estate (or person and estate) of Nelson Noder, of the township of Antis, county of Blair, and State of Pennsylvania, of the first part, and D. J. Neff, of the city of Altoona, county and State aforesaid, of the second part, witnesseth: That the said party of the first part, in consideration of the (aforesaid debt or) sum of three thousand dollars (and for the better securing the payment thereof unto the said party of the second part, according to the condition of the aforesaid bond or obligation, as well for and in consideration of the further sum of one dollar) well and truly paid to the said party of the first part, by the said party of the second part, at and before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, hath granted, bargained, sold, and conveyed, and by these presents doth grant, bargain, sell, and convey unto the said party of the second part all that certain, &c. (here fully describe the premises, and give chain of title), together with all and singular the rights, liberties, privileges, hereditaments, and appurtenances, to the same belonging or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof. To have and to hold the premises hereby granted or mentioned, or intended so to be, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. Provided always, nevertheless, that if the said party of the first part, committee as aforesaid, shall well and truly pay or cause to be paid, unto the said party of the second part, his executors, administrators, or assigns, the aforesaid debt or sum of three thousand dollars, with interest, in accordance with the above in part recited obligation, without any fraud or further delay, then and from thenceforth, these presents and every matter and thing therein contained, shall cease, and become absolutely null and void.

In witness whereof, the said Charles J. Mann, committee as afore-

said, hath hereunto set his hand and seal, the day and year above written.

Signed, sealed, and delivered in presence of BOSTON BARTON, JOHN JACKSON.	}	CHARLES J. MANN, [SEAL.] Committee of NELSON NODER, Lunatic (or Habitual Drunkard).
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(6.) *Mortgage by Guardian under Order of Court.*

This indenture, made the first day of July, in the year of our Lord one thousand eight hundred and eighty-four, between John Jones, guardian of the estate of Martin Max, a minor son of William Max, late of the city of Altoona, county of Blair, and State of Pennsylvania, deceased, of the one part, and John W. Cherry, of the city of Altoona, aforesaid, of the other part. Whereas, by virtue of certain good conveyances and assurances in law duly had and executed, the said William Max became in his lifetime lawfully seized in his demesne as of fee of and in one certain lot or piece of ground situate in the city of Altoona, county of Blair, and State of Pennsylvania aforesaid (here fully describe the premises), and being so thereof seized, made his last will and testament in writing, being dated the first day of June, A. D. 1883, wherein and whereby, among other things, he did give and devise the said lot of ground unto his son Martin Max, and his heirs, as in and by the said in part recited will, duly proved since his decease, and remaining in the Register's office in said Blair County, reference being thereunto had appears (or if the deceased made no will after the word "seized," say "*died intestate*"). And, whereas, at an Orphans' Court held in and for the said county of Blair, upon the petition of the said Martin Max, the said John Jones was appointed guardian of the estate of the said Martin Max during his minority, and it appearing to the said Court that the said Martin Max was not possessed of a personal estate adequate to his maintenance and education (or as may be, under the provisions of Act 29 March, 1832), the said Court did then and there make an order empowering the said John Jones to mortgage the above-described lot or piece of ground in the sum of two thousand dollars, as by a reference to the proceedings had in the premises as found upon the records of the said Court will more fully and at large appear. And, whereas, the said John Jones, guardian aforesaid, has this day negotiated and secured from the above-named John W. Cherry a loan or advance

of two thousand dollars, and has executed unto the said John W. Cherry, his bond or obligation, as guardian aforesaid, of even date herewith, in the sum of four thousand dollars, conditioned for the payment of two thousand dollars, five years from the date thereof, with legal interest, without any fraud or further delay, as by a reference to the said above in part recited bond or obligation will more fully and at large appear.

Now this indenture witnesseth, that John Jones, guardian aforesaid, party of the first part, in consideration of the aforesaid debt or sum of two thousand dollars, and for the better securing the payment thereof unto the said John W. Cherry, party of the second part, according to the condition of the aforesaid bond or obligation, as well for and in consideration of the further sum of one dollar well and truly paid to the said party of the first part, by the said party of the second part, at and before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, hath granted, bargained, sold, and conveyed, and by these presents doth grant, bargain, sell, and convey unto the said party of the second part, his heirs and assigns, all the above-mentioned and described lot or piece of ground, together with all and singular, the rights, liberties, privileges, hereditaments, and appurtenances to the same belonging or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof. To have and to hold the premises hereby granted or mentioned or intended so to be, with the appurtenances, unto the said party of the second part, his heirs and assigns, forever. Provided always, nevertheless, that if the said party of the first part, guardian aforesaid, shall well and truly pay or cause to be paid, unto the said party of the second part, his executors, administrators, or assigns, the aforesaid debt or sum of two thousand dollars, with interest, in accordance with the above in part recited bond or obligation, without any fraud or further delay, then and from thenceforth these presents, and every matter and thing therein contained, shall cease and become absolutely null and void.

In witness whereof, the said John Jones, guardian as aforesaid, hath hereunto set his hand and seal, the day and year above written.

Signed, sealed, and delivered  
in presence of  
HOWARD HOLTON,  
SOLAN SANDERS.

JOHN JONES, [SEAL.  
Guardian of MARTIN MAX.

(7.) *Mortgage by Administrator, under Order of Court, for Payment of Debts, &c.*

This indenture made and concluded, the first day of April, A. D. one thousand eight hundred and eighty-five, between Robert Waring, administrator of all and singular, the goods and chattels, rights and credits, which were of William Black, late of the township of Snyder, county of Blair, and State of Pennsylvania, deceased, of the one part, and Adam Hoover, of the borough of Tyrone, county and State aforesaid, of the other part. Whereas, the said William Black in his lifetime, and at the time of his death, was seized in his demesne as of fee, of, and in a certain tract of land, situate in the said township of Snyder, containing two hundred acres, more or less; and, whereas, letters of administration of all and singular, the goods and chattels, rights and credits which were of the said William Black at the time of his death, were in due form of law afterwards committed unto the said Robert Waring; and, whereas, the said administrator, at an Orphans' Court held in and for Blair County and State of Pennsylvania, presented a petition setting forth that the personal estate of the said William Black was not sufficient to pay his just debts (or as may be), a schedule of which personal estate, together with an inventory of said debts and a statement of all the real estate of said decedent, was thereunto attached, and praying the said Court to allow him to mortgage the aforesaid tract of land for a sum sufficient to pay the aforesaid debts of the said decedent, reference been had to the records of the said Court will more fully and at large appear (or as may be); whereupon the petition aforesaid being considered by the said Court, an order was made empowering the said administrator to mortgage the said premises for the sum of one thousand dollars, for the term of five years (or as may be), as is fully set forth in said order made, relation being thereunto had will more fully and at large appear; and, whereas, the said Robert Waring, administrator aforesaid, has this day negotiated with and secured from the above-named Adam Hoover a loan or advance of one thousand dollars, and has executed unto the said Adam Hoover his bond or obligation, as administrator aforesaid, of even date herewith, in the sum of two thousand dollars, conditioned for the payment of one thousand dollars, five years from the date thereof, with legal interest, without any fraud or further delay, as by a reference to



the said above in part recited bond or obligation will more fully and at large appear.

Now this indenture witnesseth, that Robert Waring, administrator aforesaid, party of the first part, in consideration of the aforesaid debt or sum of one thousand dollars, and for the better securing the payment thereof unto the said Adam Hoover, party of the second part, according to the condition of the aforesaid bond or obligation, as well for and in consideration of the further sum of one dollar, well and truly paid to the said party of the first part by the said party of the second part, at and before the ensembling and delivery hereof, the receipt of which is hereby acknowledged, hath granted, bargained, and sold, and by these presents doth grant, bargain, and sell, unto the said party of the second part, all that certain, &c. (here fully describe the premises and give chain of title), together with all and singular the rights, liberties, privileges, hereditaments, and appurtenances, to the same belonging or in any-wise appertaining, and the reversions and remainders, rents, issues, and profits thereof. To have and to hold the premises hereby granted or mentioned or intended so to be, with the appurtenances, unto the said party of the second part, his heirs and assigns, forever. Provided always, nevertheless, that if the said party of the first part, administrator as aforesaid, shall well and truly pay or cause to be paid, unto the said party of the second part, his executors, administrators, or assigns, the aforesaid debt or sum of one thousand dollars, with interest, in accordance with the above in part recited obligation, without any fraud or further delay, then and from thenceforth these presents, and every matter and thing therein contained, shall cease, and become absolutely null and void.

In witness whereof, the said Robert Waring, administrator as aforesaid, hath hereunto set his hand and seal, the day and year first above written.

Signed, sealed, and delivered  
in presence of  
HOWARD HADLING,  
NEVIN NASING.

ROBERT WARING, [SEAL.]  
Administrator of the estate  
of WILLIAM BLACK, dec'd.

(8.) *Mortgage by Executor, under Order of Court for payment of Debts, &c.*

This indenture, made and concluded the first day of January, A. D. one thousand eight hundred and eighty-five, between Even

Rank, executor of the last will and testament of John Smith, late of the township of Allegheny, county of Blair, and State of Pennsylvania, deceased, of the one part, and John Louden, of the city of Altoona, county and State aforesaid, of the other part. Whereas, the said John Smith in his lifetime, and at the time of his death, was seized in his demesne as of fee of a certain tract or piece of land, situate in the said township of Allegheny, containing two hundred acres, more or less. And, whereas, letters testamentary were in due form of law granted unto the said Even Rank; and, whereas, the said executor, at an Orphans' Court, held in and for Blair County, and State of Pennsylvania, presented a petition to the said Court, setting forth that the personal estate of the said John Smith was insufficient for the payment of his debts, and for the maintenance and education of his minor children (or as may be), and praying the said Court to allow him to mortgage the aforesaid tract or piece of land for a sum sufficient for the purposes aforesaid, reference been had to the records of the said Court will more fully and at large appear. Whereupon the petition aforesaid being considered by the said Court, an order was made empowering the said Even Rank, executor aforesaid, to mortgage the said premises for the sum of two thousand dollars for the term of five years (or as may be), relation to the said order being had will more fully and at large appear. And, whereas, the said Even Rank, executor as aforesaid, has negotiated with and secured from the above-named John Louden, a loan or advance of two thousand dollars, and has executed unto the said John Louden his bond or obligation as executor aforesaid, of even date herewith, in the sum of four thousand dollars, conditioned for the payment of two thousand dollars five years from the date thereof, with legal interest, without any fraud or further delay, as by a reference to the said above in part recited bond or obligation will more fully and at large appear.

Now this indenture witnesseth, that Even Rank, executor as aforesaid, party of the first part, in consideration of the aforesaid debt or sum of two thousand dollars, and for the better securing the payment thereof unto the said John Louden, party of the second part, according to the condition of the aforesaid bond or obligation, as well for and in consideration of the further sum of one dollar, well and truly paid to the said party of the first part, by the said party of the second part, at and before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, hath granted, bargained, and sold, and by these presents doth grant,

bargain and sell, unto the said party of the second part, all that certain, &c. (here fully describe the premises, and give chain of title), together with all and singular the rights, liberties, privileges, hereditaments, and appurtenances, to the same belonging or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof. To have and to hold the premises hereby granted or mentioned or intended so to be, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. Provided always, nevertheless, that if the said party of the first part, executor as aforesaid, shall well and truly pay or cause to be paid, unto the said party of the second part, his executors, administrators, or assigns, the aforesaid debt or sum of two thousand dollars, with interest, in accordance with the above in part recited obligation, without any fraud or further delay, then, and from thenceforth, these presents, and every matter and thing therein contained, shall cease and become absolutely null and void.

In witness whereof, the said Even Rank, executor as aforesaid, hath hereunto set his hand and seal, the day and year first above written.

Signed, sealed, and delivered  
in presence of  
H. T. HEINSLING,  
EZRA ALE.

EVEN RANK, [SEAL.]  
Executor of the last will and  
testament of  
JOHN SMITH, deceased.

(9.) *Mortgage; securing Endorser of Promissory Note.*

Whereas, John Doe, of the city of Altoona, county of Blair, and State of Pennsylvania, hath endorsed for Richard Roe, of the same city, county and State, a certain promissory note in amount for five hundred dollars, dated the tenth day of March, A. D. 1885, and payable at the First National Bank, Altoona, Pennsylvania, sixty days from the date aforesaid, which note the said First National Bank hath discounted, and, whereas, the said Richard Roe is desirous of securing the said John Doe against any and all responsibility as endorser of said note.

Now this indenture, made the eleventh day of March, A. D. one thousand eight hundred and eighty-five, between the said Richard Roe, of the city of Altoona, county and State aforesaid, of the first part, and the said John Doe, of the same place, of the second part, witnesseth: That the said party of the first part, for the purpose of securing the said party of the second part from any loss,

damages, costs, charges, or responsibility as endorser aforesaid, and in consideration of the security furnished as aforesaid, as well as the further consideration of the sum of one dollar, paid by the said party of the second part, at and before the ensealing and delivery hereof, the receipt whereof the said party of the first part doth hereby acknowledge, hath granted, bargained, sold, released, and confirmed, and by these presents doth grant, bargain, sell, release, and confirm unto the said party of the second part, his heirs and assigns, all that certain, &c. (here describe the premises, &c.), together with all and singular the rights, liberties, privileges, hereditaments, and appurtenances, to the same belonging or in anywise appertaining, and the reversions, remainders, rents, issues, and profits thereof. To have and to hold the premises hereby granted, or intended so, to be with the appurtenances, unto the said party of the second part, his heirs and assigns forever. Provided always, nevertheless, that if the said party of the first part, his heirs, executors, or administrators, shall and do well and truly pay, or cause to be paid, unto the First National Bank aforesaid, the promissory note for five hundred dollars hereinbefore mentioned, at the time fixed for the payment thereof, or shall otherwise save, keep harmless, and indemnify the said party of the second part, his heirs, executors, administrators or assigns from the payment of the said note, or any note or notes which may be given and endorsed for the renewal of the same or any part thereof, from all loss, damages, costs, charges, or responsibility, as endorser aforesaid, then, and from thenceforth, these presents, and every matter and thing therein contained, shall cease and be utterly null and void. (See *Note*.)

In witness whereof, the said party of the first part hath hereunto set his hand and seal, the day and year aforesaid.

Signed, sealed, and delivered  
in presence of  
JOHN LLOYD,  
W. D. COUCH.

RICHARD ROE. [SEAL.]

**NOTE.**—If desired, the following clause may here be inserted: **Provided further,** also, that in case the said party of the second part, his heirs, executors, administrators, or assigns, by reason of any default on the part of the said party of the first part, or on the part of his heirs, executors, or administrators, shall suffer any loss, damages, costs, or charges in the premises, or by reason of such default shall be compelled, as endorser aforesaid, to meet and pay the aforementioned note at maturity, or subsequent thereto, then and in that case a writ of *fiери facias* may be issued forthwith on this mortgage, and prosecuted to judgment, execution, and sale for the whole amount so paid as aforesaid by the said party of the second part,

together with all fees, costs, and expenses of such proceedings, including an attorney's commission of ——— per cent., to the end that the said party of the second part may be fully indemnified and saved harmless from any and all manner of loss, damages, costs, or charges. And all errors in said proceedings, together with all stay of or exemption from execution, or extension of time of payment, which may be secured by any Act of Assembly now in force or hereafter to be passed, are hereby waived and released.

(10.) *Mortgage; by Married Women to secure money loaned with which to improve her separate estate.*

Whereas, John Smith, of the borough of Tyrone, county of Blair, and State of Pennsylvania, hath advanced and loaned unto Mary Jones, wife of John Jones, of the same place, the sum of five hundred dollars, cash, which money is to be used and employed in the improvement of the separate estate of the said Mary Jones (or as may be), and which amount, together with legal interest thereon, from the date of this present indenture, is to be fully paid and discharged on or before the first day of April, A. D. one thousand eight hundred and eighty-six.

Now this indenture, made the first day of April, in the year of our Lord one thousand eight hundred and eighty-five, between John Jones, and Mary his wife, of the borough of Tyrone, county and State aforesaid, of the first part, and John Smith, of the same place, party of the second part, witnesseth: That the said party of the first part, in consideration of the said debt or sum of five hundred dollars, owing to the said party of the second part as aforesaid, and for the better securing the payment thereof, with interest thereon, in manner as hereinbefore set forth, have granted, bargained, sold, released, and confirmed, and by these presents do grant, bargain, sell, release, and confirm unto the said party of the second part, his heirs and assigns, all that certain, &c. (here describe the premises), it being the same premises which Thomas Miller, and Sarah his wife, by deed dated the twentieth day of June, A. D. 1881, and recorded in the office for the recording of deeds in Blair county aforesaid in Deed-book, Vol. 61, page 670, &c., reference being thereunto had, will more fully and at large appear, did grant and convey unto Mary Jones, present grantor, together with all and singular, the rights, liberties, privileges, hereditaments, and appurtenances, to the same belonging or in anywise appertaining, and the reversions, remainders, rents, issues, and profits thereof. To have and to hold the premises hereby granted or intended so to be, with the appurtenances, unto the said party of the second part, his heirs

and assigns, forever. Provided always, nevertheless, that if the said party of the first part, her heirs, executors, or administrators, shall well and truly pay, or cause to be paid, unto the said party of the second part, his executors, administrators, or assigns, the aforesaid debt or sum of five hundred dollars, with interest, as aforesaid, without any fraud or further delay, then and from thenceforth these presents, and every matter and thing therein contained, shall cease and become absolutely null and void.

In witness whereof, the said party of the first part have hereunto set their hands and seals, this the day and year above written.

Signed, sealed, and delivered  
in presence of  
SAML. BERLIN,  
G. W. BURKET.

JOHN JONES, [SEAL.]  
MARY JONES. [SEAL.]

(11.) *Mortgage to Building Association.*

This indenture, made the twenty-seventh day of May, in the year of our Lord one thousand eight hundred and eighty-four, between William Walton, of the city of Altoona, county of Blair, and State of Pennsylvania, of the first part, and the Penn Building and Loan Association, of the second part. Whereas, the said party of the first part, in and by his bond or obligation, under his hand and seal, duly executed, bearing even date herewith, stand bound unto the Association aforesaid, in the sum of four thousand dollars, lawful money of the United States, conditioned for the payment of the sum of two thousand dollars with interest thereon, payable on the third Friday of each and every month thereafter, together with the monthly dues on ten shares of the capital stock of the Association aforesaid, now owned by the said William Walton, and such fines, &c., as may be imposed thereon, under the Constitution and By-laws of the Association aforesaid; with a proviso, that if, at any time, default be made, and six months are suffered to elapse without paying up all instalments of interest and monthly dues on said stock, and all fines for non-payment thereof, as aforesaid, or any or either of them, then, and in such case, the credit given on said principal sum shall cease and determine, and the same, with the interest, the monthly dues and fines for the non-payment thereof, shall be taken as due and payable, and may be recovered forthwith, anything thereinbefore contained to the contrary thereof notwithstanding; without any fraud or further delay, as in and by the said recited

obligation, and the conditions thereof, reference being thereto had, will more fully and at large appear.

Now this indenture witnesseth, that the said party of the first part, as well for and in consideration of the premises, as of the aforesaid debt or sum of two thousand dollars, and for the better securing the payment of the same, with interest, together with the monthly dues on the said ten shares of stock, as aforesaid, and all fines for the non-payment of said monthly dues unto the Association aforesaid, or its assigns, in discharge of the above-recited obligation, as of the further sum of one dollar, lawful money, unto him in hand well and truly paid by the Association aforesaid, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, hath granted, bargained, sold, aliened, enfeoffed, released, conveyed, and confirmed, and by these presents doth grant, bargain, sell, alien, enfeoff, release, convey, and confirm unto The Penn Building and Loan Association aforesaid, or its assigns, all that certain, &c. (here describe fully the premises), together with all and singular the buildings, improvements, streets, alleys, lanes, passages, ways, waters, watercourses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereunto belonging, or in anywise appertaining, and the reversions and remainders thereof. To have and to hold the said described real estate, with the hereditaments and premises hereby granted or mentioned, or intended so to be, with the appurtenances, unto The Penn Building and Loan Association aforesaid, or its assigns, to and for the only proper use and behoof of the Association aforesaid, or its assigns, forever. Provided always, nevertheless, that if the said party of the first part, his heirs, executors, administrators, or assigns, shall and do well and truly pay, or cause to be paid, unto The Penn Building and Loan Association aforesaid, or its assigns, the aforesaid debt or sum of two thousand dollars, with the interest, the monthly dues on said ten shares of stock aforesaid, and all fines for non-payment of said monthly dues on the days and times hereinbefore mentioned and appointed for the payment of the same, without any fraud or further delay, and without any deduction, defalcation, or abatement to be made of anything, for, or in respect of any taxes, charges, or assessments whatsoever, then and from thenceforth, as well this present indenture, and the estate hereby granted, as the said recited obligation shall become void and of no effect, anything hereinbefore contained to the contrary thereof, in anywise notwithstanding.

Provided, further, and the said party of the first part does hereby covenant and agree for himself, his heirs and assigns, to and with the Association aforesaid, and its assigns, that he will well and truly cause to be insured, and keep insured during the continuance of this mortgage, for the use of the Association aforesaid, the buildings erected or to be erected on the premises hereinbefore described, against all loss or damage by fire, to the amount of fifteen hundred dollars, in such insurance company as shall be designated or approved by the Association aforesaid, or its assigns, and well and truly pay all costs and expenses thereof, and pay all expenses of collection, including an attorney's commission of five per cent., to which the Association aforesaid may be subjected by reason of such defaults; and that in case of default in the payment of the principal or interest as aforesaid, or any part thereof, or in default of the payment of the monthly dues on said ten shares of stock, as above mentioned, or of any fines for non-payment of said dues, or any part thereof, for the space of six months after any payment thereof shall fall due, or in case the said party of the first part shall at any time suffer to elapse six months without paying up all instalments of interests and monthly dues on said stock, and all fines for non-payment thereof, as aforesaid, according to the true intent and meaning of said obligation then, and in such case, the whole principal debt aforesaid shall thereupon immediately become due, payable, and recoverable; and it shall and may be lawful for the Association aforesaid, or its assigns, to sue out forthwith a writ of *scire facias* upon this present indenture of mortgage, and to prosecute the same to judgment and execution, to recover the principal money hereby secured, and all interest thereon, as well as any monthly dues on said ten shares of stock then due; together with all costs of insurance, and expenses of collection, including attorney's commission of five per cent., according to law, without further stay, any law or usage to the contrary notwithstanding. And the said party of the first part, his heirs, executors, administrators, and assigns, do hereby waive and relinquish unto the Association aforesaid, and its assigns, all benefit that may accrue to him by virtue of any and every law or Act of Assembly now in force or hereafter to be enacted, which would exempt the said above described premises from levy and sale under execution, or which would exempt from the payment of the moneys hereby secured, or any part thereof, any portion of the proceeds arising from the sale of the said premises under or by virtue of any writ of execution.



And all errors in said proceedings and exemption laws are hereby waived and released, together with any right of extension or stay of execution which may be given by any present, or future Act of Assembly.

In witness whereof, the said party of the first part has hereunto set his hand and seal, dated the day and year first above written.

Sealed and delivered in the presence of us, PETER PARKE, ROBERT RAND.	}	WILLIAM WALTON. [SEAL.]
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NOTE.—When stock is owned by a married woman, and a loan is made her by the Association, the mortgage must be executed and acknowledged by both husband and wife.

(For Form of Bond, see BONDS.)

(12.) *Leasehold Mortgage.*

This indenture, made and concluded the first day of April, A. D. one thousand eight hundred and eighty-five, between Charles Chambers, of the city of Altoona, county of Blair, and State of Pennsylvania, party of the first part, and Madison Marks, of the same place, party of the second part. Whereas, Ralph Raymond, of the said city of Altoona, did, by a certain indenture of lease, bearing date the second day of September, A. D. 1884, demise, lease, and to farm let unto the said party of the first part, his executors, administrators, and assigns, all and singular the premises herein-after mentioned and described, together with the appurtenances thereunto belonging or in anywise appertaining. To have and to hold the same unto the said party of the first part, his executors, administrators, and assigns for and during, and until the full end and term of five years from the day of the date of the aforesaid lease, then fully to be completed and ended, yielding and paying therefor unto the said Ralph Raymond, his heirs, executors, administrators, or assigns, the annual rent or sum of twelve hundred dollars, payable quarterly, &c., as by reference had to the said indenture of lease as it appears of record in the office for the Recording of Deeds, &c., in Blair County, in Record Book P, page 480, will more fully and at large appear. And, whereas, the said party of the first part is justly indebted to the said party of the second part, in the sum of one thousand dollars, secured to be paid by his certain bond or obligation bearing even date herewith in the

penal sum of two thousand dollars, conditioned for the payment of the aforesaid sum of one thousand dollars on the first day of April, A. D. one thousand eight hundred and eighty-six, with legal interest, without fraud or further delay, as by a reference to the above in part recited bond or obligation will more fully and at large appear.

Now this indenture witnesseth, that the said party of the first part, for the better securing the payment of the aforesaid debt or sum of one thousand dollars with legal interest thereon, according to the condition of said bond or obligation, as well for and in consideration of the further sum of one dollar well and truly paid to the said party of the first part by the said party of the second part, at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, and convey unto the said party of the second part the estate or premises leased and transferred by the said indenture of lease, to wit, all that, &c. (here describe the premises as described in said lease), and known as the "Keystone Planing Mill" (or as may be), together with all and singular the buildings and edifices, fixtures and machinery, rights, members, privileges, and appurtenances thereunto belonging or in anywise appertaining; and also all the estate, right, title, interest, term of years yet to come and unexpired, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, and to the said demised premises, and every part and parcel thereof, with the appurtenances, and also the said indenture of lease and every clause, article, and condition therein expressed or contained. To have and to hold the said indenture of lease, and other hereby granted premises, unto the said party of the second part, his heirs and assigns, to the only proper use and behoof of the said party of the second part, his heirs and assigns, for and during the residue and remainder of the said term of years yet unexpired, subject, nevertheless, to the rents, covenants, conditions, and agreements in the said indenture of lease mentioned. Provided always, nevertheless, that if the said party of the first part, his heirs, executors, administrators, or assigns, shall well and truly pay unto the said party of the second part, his certain attorney, executors, administrators, or assigns, the aforesaid sum of one thousand dollars, with the interest thereon, at the time and in the manner hereinbefore mentioned and appointed for the payment thereof, without any fraud or further delay, then, and from thenceforth, these presents and the estate hereby granted, shall

cease, determine, and become absolutely null and void, anything hereinbefore contained to the contrary notwithstanding. (The following clause may be added or omitted as desired.)

And, provided further, also, that in case default be made in the payment of the aforesaid debt or sum of one thousand dollars, and the interest thereon, upon the day the same becomes due and payable as aforesaid, a writ of *scire facias* may at once issue on this mortgage, and the same be prosecuted to judgment, together with the costs, charges, fees, and expenses of such proceedings, including an attorney's commission of ——— per cent. for collection; and on the entry of such judgment, execution may issue forthwith for the collection thereof, the said party of the first part hereby releasing and waiving all errors in said proceedings, and waiving also all stay of or exemption from execution given by any Act of Assembly now in force, or which hereafter may be passed.

In witness whereof, the said party of the first part has to these presents set his hand and seal, the day and year first above written.

Signed, sealed, and delivered  
in presence of

JOHN JOHNSON,  
PAUL PADDOX.

CHARLES CHAMBERS. [SEAL.]

(13.) *Another Form of Leasehold Mortgage.*

This indenture, made the first day of November, in the year of our Lord one thousand eight hundred and eighty-four, between A. B. and C. D. of the township of Antis, county of Blair, and State of Pennsylvania, of the first part, and E. F. of the same place, of the second part. Whereas, the parties of the first part in and by a certain bond or writing obligatory, sealed with their seals and bearing even date herewith, stand bound unto the said party of the second part in the sum of eight thousand dollars, conditioned for the payment of four thousand dollars, payable as follows, to wit (here give manner, &c., of payments).

Now this indenture witnesseth, that the said party of the first part as well for and in consideration of the aforesaid debt or sum of four thousand dollars, and for the better securing the payment of the same unto the said party of the second part, his certain attorney, executors, administrators, and assigns, as for and in consideration of the sum of one dollar unto them in hand well and truly paid by the said party of the second part, at or before the

sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained, sold, assigned, conveyed, transferred, and set over, and by these presents do grant, bargain, sell, assign, convey, transfer, and set over unto the said party of the second part, his heirs and assigns, all that certain leasehold situate, lying, and being in the township of Antis, county of Blair, and State of Pennsylvania, on lands of G. H., and demised and leased unto the said A. B. and C. D. by the said G. H., by written indenture of lease, bearing date the first day of April, A. D. 1883, for the term of ten years from date thereof, for mining and manufacturing purposes, and recorded in the Recorder's Office, in and for Blair County, in ——— Book, Vol. 90, page 560, &c., said leasehold being bounded and described as follows (here give description, &c.), containing one hundred and forty-two acres, together with the following mentioned buildings, fixtures, and machinery thereon, and to the lessee belonging, to wit (here mention and describe, in detail, the buildings, machinery, fixtures, &c.), together with all and singular the said leasehold estate, term of years yet to come, rights of way, liberties, privileges, and appurtenances whatsoever thereunto belonging, granted and secured by the aforesaid lease, of and in said tract or piece of ground, and the buildings, fixtures, and machinery above mentioned. To have and to hold the said leasehold, buildings, fixtures, machinery, and premises hereby granted or conveyed, with the appurtenances, unto the said party of the second part, his heirs and assigns, to the only proper use and behoof of the said party of the second part, his heirs and assigns forever. Provided always, nevertheless, that if the said party of the first part, their or either of their heirs, executors, administrators, or assigns, shall and do well and truly pay, or cause to be paid, unto the said party of the second part, his certain attorney, executors, administrators, or assigns, the aforesaid sum of four thousand dollars on the days and times hereinbefore mentioned and appointed for the payment thereof, and in the manner aforesaid without any fraud or further delay, and without any deduction, defalcation, or abatement to be made for or in respect of any taxes, charges, or assessments whatsoever, then, and from thenceforth, as well this present indenture, and the leasehold estate and improvements thereon hereby granted, as the said recited ——— or writing obligatory shall become void and of no effect, anything hereinbefore contained to the contrary thereof, in anywise notwithstanding. (The following clause may be added or omitted, as parties may agree.)

But provided further, also, that in case default be made in the payment of any one of the said instalments of debt and interest, for the period of ——— days after the same shall become due and payable as aforesaid, the whole of the said amount remaining unpaid shall forthwith become due and payable, and a writ of *scire facias* may at once be issued on this mortgage, and prosecuted to judgment for the whole amount of the said debt and interest then unpaid, together with all fees, costs, and expenses of such proceedings, including an attorney's commission of ——— per centum for collection, and on the entry of such judgment execution may issue forthwith for the collection thereof. And all errors in said proceedings are hereby released and waived, together with all stay of, or exemption from execution, given by any present or future Act of Assembly.

In witness whereof, the said party of the first part have to these presents set their hands and seals, the day and year first above written.

Signed, sealed, and delivered }  
 in the presence of }  
     I. J., }  
     K. L. }

A. B., [SEAL.]  
 C. D. [SEAL.]

(14.) *Endorsement extending a Mortgage to secure subsequent advances.*

Whereas, the within-named John Jones, mortgagee, hath made a further advance of eight hundred dollars unto the within-named Peter Smith, mortgagor, the receipt whereof is hereby acknowledged; and, whereas, the said Peter Smith hath entered into one bond or writing obligatory (or as may be), under his hand and seal, and bearing even date herewith to the said John Jones in the penal sum of sixteen hundred dollars, lawful money, conditioned that the same shall be void upon payment of the said sum of eight hundred dollars unto the said John Jones, his executors, administrators, or assigns, with its interest, upon the days and at the times as fixed by the said bond or writing obligatory (or as may be), to wit (here give manner of payments): reference being thereunto had will more fully and at large appear. Now know ye, that, as well for the better securing and more sure payment unto the said John Jones, his executors, administrators, and assigns, of the said sum of eight hundred dollars, and its interest, in manner hereinbefore mentioned, he, the said Peter Smith, doth hereby for himself, his heirs, execu-

tors, and administrators, covenant, promise, and agree to and with the said John Jones, his executors, administrators, and assigns, that the said herein mentioned and described tract, piece or parcel of land, with the appurtenances, by the within written indenture of demesne or mortgage, mentioned to be granted, bargained, sold, and demised, and every part and parcel thereof (the said indenture of mortgage being recorded, &c. &c.) shall stand chargeable, remain, continue, and be security unto him, the said John Jones, his executors, administrators, and assigns, as well for the payment of the sum of ——— dollars within mentioned, with its interest, as also for the payment of the said further sum of eight hundred dollars, now lent and advanced as aforesaid, with its interest; and that the said premises, or any part of the same, shall not be redeemed or redeemable, either in law or in equity, until as well the said sum of ——— dollars, before advanced and lent, and its interest, as also the said sum of eight hundred dollars now advanced and its interest shall be fully paid and satisfied according to the true intent and meaning of these presents.

In witness whereof, &c.

(15.) *Mortgage on Goods and Chattels.*

Know all men by these presents, that I, Howard Honnett, of the borough of Newry, county of Blair, and State of Pennsylvania, party of the first part, for securing the payment of the money herein mentioned, and in consideration of the sum of one dollar to me in hand duly paid by Noland Noonan, of the same place, party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, have bargained and sold, and by these presents do bargain and sell unto the said party of the second part, his executors, administrators, and assigns, all the goods, chattels, and personal property mentioned in the schedule hereunto annexed, and now in my possession, viz. (here give schedule of goods). To have and to hold, all and singular, the said goods, chattels, and personal property above bargained and sold, or intended so to be, unto the said party of the second part, his executors, administrators, and assigns forever. And he, the said party of the first part, for himself, his heirs, executors, and administrators, all and singular, the said goods, chattels, and personal property above bargained and sold, unto the said party of the second part, his executors, administrators, and assigns, against him, the

party of the first part, and against all and every person or persons whomsoever, shall and will warrant and forever defend.

Upon condition, that if he, the said party of the first part, shall and do well and truly pay unto the said party of the second part, his executors, administrators, and assigns, the just and full sum of two hundred dollars, on or before the first day of April, A. D. one thousand eight hundred and eighty-five, with legal interest on the said sum from the date of these presents (or as may be), without fraud or further delay, then these presents shall be void. And he, the said party of the first part, for himself, his heirs, executors, administrators, and assigns, does covenant and agree to and with the said party of the second part, his executors, administrators, and assigns, that in case default shall be made in the payment of the said sum above mentioned, or in case the said party of the first part shall, at any time before the day of payment herein provided for, remove the said goods, chattels, and personal property, or any of them, or permit or suffer any judgment to be entered up against him, then the said sum of money herein mentioned shall become instantly due and payable, and then it shall and may be lawful for, and he, the said party of the first part, does hereby authorize and empower the said Noland Noonan, his executors, administrators, and assigns, with the aid and assistance of any person or persons, to enter such dwelling-house, store, and other premises, and such other place or places whatever, in which the said goods, chattels, and personal property, or any of them, are or may be placed, and take and carry away the said goods and chattels, and to sell and dispose of the same for the best price they can obtain; and out of the money arising therefrom, to retain and pay the said sum above mentioned, and all charges touching the same, rendering the over-plus (if any) unto him, the said party of the first part, his heirs, executors, administrators, or assigns.

In witness whereof, the said party of the first part has hereunto set his hand and seal, the first day of April, in the year of our Lord one thousand eight hundred and eighty-four.

NOTE.—Chattel mortgages, except as especially authorized by Act of 16 May, 1876, are not recognized by the laws of Pennsylvania as of any validity, or as possessing any binding force against others than the original parties. The broad rule of common law, that no man can have a lien on personal property owned by and in possession of another as against creditors and innocent purchasers prevails. The Supreme Court, in its later decisions, have, if possible, more emphatically asserted this principle than ever before. See 6 W. N. C. 363; 11 Norris, 57; 12 Ibid. 420; 13 Ibid. 280; 14 Ibid. 508.

## NATURALIZATION.

**NATURALIZATION** is the act by which an alien is invested with the rights and privileges of a native-born citizen or subject. A person duly naturalized in the United States becomes entitled to the privileges and immunities of a natural-born citizen, except that a residence of seven years is requisite to enable him to hold a seat in Congress, and that he is not eligible to the office of President or Vice-President of the United States, or to that of Governor in some of the States.

Congress is vested by the Constitution of the United States with power to establish an uniform rule of naturalization, and, in pursuance of this authority, several laws have been passed on this subject, for which see Const. U. S., also see 1 Kent's Com.

(1.) *Declaration of Intention.*

State of Pennsylvania, }  
County of Blair, } ss.

Be it remembered, that, on the —— day of ——, A. D. 18—, personally appeared before me, Prothonotary of the Court of Common Pleas of said county, Justin Schlomerurtz, who is a native of Russia, and subject of the Emperor of Russia, now residing in the county and State aforesaid, over the age of twenty-one years, and, who being duly sworn according to law, declares and says, that it is *bona fide* his intention to become a citizen of the United States, and to renounce forever all allegiance and fidelity to every foreign prince, potentate, state, or sovereignty whatever, and particularly to the Emperor of Russia, of whom he is now a subject.

In testimony whereof, I have hereunto subscribed my name and affixed the seal of the said Court at Hollidaysburg, this —— day of ——, A. D. 18—.

CHARLES GEESEY,  
Prothonotary.

(2.) *Where Applicant arrived in this Country a Minor.*

The petition of Albert Cavendish respectfully represents: That he is alien, that he arrived in the United States before the year ——, being then under the age of eighteen years; that he has now arrived at the age of twenty-one years, and has resided in the United States three years, next preceding the arriving at said age, and has continued to reside therein to the time of his making this application to be admitted a citizen thereof; that he has resided in the United States five years, including the three years of his minority, and one year in the State of Pennsylvania; that for three years next preceding this application, it has been *bona fide* his inten-



tion to become a citizen of the United States, and to renounce forever all allegiance and fidelity to every foreign prince, potentate, state, or sovereignty whatever, and particularly to the Queen of Great Britain and Ireland, of whom he is a subject; that he has never borne any hereditary title or been of any of the orders of nobility in the kingdom from which he came, and if any such title or order of nobility should come to him, he hereby expressly renounces the same. He therefore prays the Court to admit him to become a citizen of the United States, upon making the proof and taking the oath required by the Act of Congress. And he will, &c.

Blair County, ss.

Thomas H. Greevy, a citizen of the United States, being duly sworn according to law, says that he is well acquainted with Albert Cavendish, the within-named petitioner; that for three years next preceding this application, it has been *bona fide* the intention of the petitioner to become a citizen of the United States; that to his knowledge the petitioner has resided within the United States five years including the three years of his minority, and one year in the State of Pennsylvania; that during the whole of said period he has behaved himself as a man of good moral character, attached to the principles of the Constitution of the United States, and well disposed towards the good order and happiness of the same.

THOMAS H. GREEVY.

Sworn and subscribed to in open Court, this ——— day of ———, A. D. 18—.

CHARLES GEESEY,

Prothonotary.

Blair County, ss.

Albert Cavendish, the within-named petitioner, being sworn according to law, says, that the statements contained in his petition are true, that he will support the Constitution of the United States, and that he does absolutely and entirely renounce and abjure all allegiance to every foreign prince, potentate, state, or sovereignty whatever, and particularly to the Queen of Great Britain and Ireland, of whom he was heretofore a subject.

ALBERT CAVENDISH.

Sworn and subscribed to in open court, this ——— day of ——— A. D. 18—.

CHARLES GEESEY,

Prothonotary.

(8.) *Petition, with Affidavits for Naturalization.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The petition of John Kratzer respectfully represents: That he is a native of Austria, whence he emigrated to the United States of America, on or about the year of our Lord one thousand eight hundred and ———, and arrived at Altoona, in the State of Pennsylvania, on or about the ——— day of ———, in the year aforesaid. That he made a declaration of his intention to become a citizen of the United States before James P. Stewart, Prothonotary of this Court, on the ——— day of ———, A. D. one thousand eight hundred and ———, a certificate whereof is hereto annexed. That he has resided within the United States for more than five years, and for more than one year in the State of Pennsylvania. That he has never borne any hereditary title or been of any of the orders of nobility in the kingdom from which he came, and if any such should by any means descend to him he does hereby renounce the same.

Your petitioner therefore prays the court to admit him to become a citizen of the United States upon making the proofs required and taking the oath prescribed by the Act of Congress. And he will, &c.

JOHN KRATZER.

Blair County, ss.

Christian Hauser, a citizen of the United States, being sworn according to law, says, that he is well acquainted with John Kratzer, the within-named petitioner, that the petitioner has resided within the United States for more than five years, and for more than one year within the State of Pennsylvania: that during that time he has behaved himself as a man of good moral character, attached to the principles of the Constitution of the United States, and well disposed towards the good order and happiness of the same.

CHRISTIAN HAUSER.

Sworn and subscribed in open court, the ——— day of ———, A. D. 18—.

CHARLES GEESEY,  
Prothonotary.

Blair County, ss.

John Kratzer, the within-named petitioner, being duly sworn according to law, declares and says, that the statements in the

within petition are true; that he will support the Constitution of the United States, and that he does absolutely and entirely renounce and abjure all allegiance to every foreign prince, potentate, state, or sovereignty whatever, and particularly to the Emperor of Austria, of whom he was heretofore a subject.

JOHN KRATZER.

Sworn and subscribed in open court, this ——— day of ———,  
A. D. 18—.

CHARLES GEESEY,  
Prothonotary.

### NOTICES.

A NOTICE is the information given of some act done, or the interpellation by which some act is required to be done. Knowledge, Bouv. L. Dict.

#### (1.) *Notice of Time and Place of taking Depositions.*

In the Court of Common Pleas of Blair County.

X. X. } No. —.  
vs. }  
O. O. } ——— Term, A. D. 18—.

(Here give copy of rule.)

To X. X., the plaintiff above named (or "To Z. Z., attorney for X. X., the above-named plaintiff").

SIR: Take notice, that in pursuance of the above rule, the deposition of witness to be read in evidence on the trial of the above cause, on part of the defendant, will be taken at the office of ———, in the ——— of ———, on ——— the ——— day of ——— next ensuing, between the hours of ——— and ——— o'clock —. M., before W. W., Esq., a ——— in and for said county, or before some other competent authority, when and where you may attend, if you think proper.

#### (2.) *By Commissioners of Time and Place of taking Deposition.*

Whereas, the undersigned have received a commission, issuing out of the Court of Common Pleas of the county of ———, in the State of Pennsylvania, to us (or to me) directed, for the examination of witnesses in a certain cause depending between X. X., plaintiff, and O. O., defendant.

These are to give you notice, that we (or I) will execute the said commission, on behalf of the ———, at the office of ———, in the

—— of ——, on —— day of —— next, at the hour of —— o'clock in the —— noon of the same day, when and where you may attend with your witnesses and commissioners, if you think proper.

Witness our hands (or my hand), this —— day of ——, A. D. 18—.

(3.) *Of the Execution of a Writ of Inquiry.*

In the Court of Common Pleas of —— County.

J. J. } No. —.  
 vs. }  
 W. B. } —— Term, A. D. 18—.

SIR: Take notice, that a writ of inquiry of damages will be executed in this cause on ——, the —— day of —— next, at —— o'clock —. M., at the house of ——, in the —— of ——.

(4.) *To produce Papers in the Trial of a Cause.*

In the Court of Common Pleas of —— County.

X. X. } No. —.  
 vs. }  
 O. O. } —— Term, A. D. 18—.

SIR: Take notice, that you are hereby required to produce to the Court and jury (or as the case may be), on the trial of this cause, a certain —— (describing the papers particularly), and all other letters, books, papers, and writings whatsoever, in anywise relating to the matter in question in this cause. Yours, &c.,

To O. O.,

Defendant.

Z. Z.,

Attorney for Plaintiff.

(5.) *Of the Filing of Accounts in Court.*

Public notice is hereby given, that X. X., executor (or administrator or guardian, or as the case may be) of O. O., has filed, in the —— office in and for the county of ——, at ——, his final account as executor (or as the case may be) of the said O. O., and that the same will be presented to the —— Court of said county for confirmation and allowance, on ——, the —— day of —— next.

(6.) *To Sheriff or Constable to pay Rent due the Landlord out of Proceeds of Sale.*

To X. X., sheriff of ——— County (or X. X., constable of ——— County).

SIR: You are hereby required to pay over to the undersigned the sum of ——— dollars, out of the proceeds of the sale of the property of ———, that being the amount of rent in arrear and due by him to me for the premises now in his occupancy to this date.

Yours, &c.,

V. V.

(7.) *To Party in Possession, by Purchaser at Sheriff's Sale.*

J. J. }  
     <sup>vs.</sup>  
 W. B. }

To Mr. W. B., the defendant above named.

SIR: Take notice, that by writ of *venditioni exponas* (or as may be), which issued out of the Court of Common Pleas of the county of ———, to No. —, ——— Term, 18—, against you, at the suit of J. J., the sheriff of the said county, R. R., Esq., did, on the ——— day of ——— last past, expose to sale a certain, &c., then and now in your possession, situate, &c., and that at the said sale I became the purchaser thereof. Whereupon you are hereby notified and required to surrender up the said premises to me, the purchaser thereof as aforesaid, within three months after the date of this notice, as you shall answer your default herein at your peril.

(8.) *That Evidence in Justification will be given in the Trial of a Cause.*

In the Court of Common Pleas of ——— County.

X. X. }  
     <sup>vs.</sup>  
 O. O. } No. —.  
           —— Term, A. D. 18—.

SIR: Please take notice, that on the trial of this cause the defendant will give evidence in justification of, &c. (here insert the matter relied on). Yours, &c.

(9.) *Of the intended Introduction of Special Matter in the Trial of a Cause.*

In the Court of Common Pleas of ——— County.

X. X. } No. —.  
   *vs.* }  
 O. O. } ——— Term, A. D. 18—.

SIR: Take notice, that the defendant above has added the pleas of non-assumpsit *infra sex annos*, payment, &c. (or as may be), to the pleas already pleaded. And that, under the plea of payment, he intends to give in evidence, on the trial of this cause, the following matters, to wit (here insert the special matter). Yours, &c.,

P. P.,  
 Attorney for Defen't.

(10.) *That Bail has been Given.*

In the Court of Common Pleas of ——— County.

X. X. } No. —.  
   *vs.* }  
 O. O. } ——— Term, A. D. 18—.

SIR: Take notice, that bail was this day put in for the defendant in this cause, before ———, and that the names of such bail are Y. Y., of ———, and Z. Z., of ———.

To Mr. X. X., Plaintiff.

(11.) *Of Exception to Bail.*

In the Court of Common Pleas of ——— County.

X. X. } No. —.  
   *vs.* }  
 O. O. } ——— Term, A. D. 18—.

SIR: Take notice, that I have excepted to the bail put in for the defendant in this cause.

To Mr. O. O., Defendant.

(12.) *Of Justification of Bail.*

In the Court of Common Pleas of ——— County.

X. X. } No. —.  
   *vs.* }  
 O. O. } ——— Term, A. D. 18—.

SIR: Take notice, that Y. Y. and Z. Z., the bail already put in by the defendant, and of whom you have had notice, will, on the

—— day of —— next, justify themselves before —— as good and sufficient bail for the defendant in this cause.

To Mr. X. X., }  
Plaintiff. }

(13.) *That Additional Bail will be Given.*

In the Court of Common Pleas of —— County.

X. X. }  
vs. } No. —.  
O. O. } —— Term, A. D. 18—.

SIR: Take notice, that W. W., of ——, will, on the —— day of —— next, add himself to the bail already put in for the defendant in this cause.

To Mr. X. X., }  
Plaintiff. }

(14.) *To a Justice, of Intention to bring an Action at Law, unless he tender Amends.*

To W. W., Esq., Justice of the Peace (or "Alderman") of ——.

SIR: Take notice, that if you do not tender sufficient amends, within thirty days from the date hereof, I will bring my action against you in the Court of Common Pleas of the county of ——, in the following case, to wit, that you maliciously, illegally, oppressively, and without probable cause, &c. (here state the grievance at length).

By reason of all which illegal, malicious, and oppressive conduct of yours, I have sustained material injury and damage.

I would inform you that Z. Z., Esq., is my attorney, whose office is at ——.

(15.) *Of a Motion to open a Justice's Judgment.*

X. X. }  
vs. } Before W. W., Esquire.  
O. O. } Judgment for X. X., for —— dollars.

To Mr. X. X., Plaintiff.

SIR: At the instance of O. O., the defendant, I hereby notify you to appear before me, at my office in ——, on ——, the —— day of ——, at —— o'clock in the —— noon, to show cause (if any you have) why the above judgment should not be opened and another hearing given.

Witness my hand and seal, at ——, this —— day of ——, in the year of our Lord one thousand eight hundred and ——.

(16.) *To a Constable before bringing an Action against him for Acts committed under the Authority of a Warrant.*

To F. F., Constable of the ——— of ———, in the county of ———.

Whereas, on or about the ——— day of ———, A. D. 18—, you (here recite the act done), under color of a warrant of ———, or some other Justice of the Peace, authorizing you to do so.

Now I do hereby, as attorney of the said ———, and on his behalf, demand of you the perusal and a copy of all and every warrant, warrants, execution, and executions, under and by virtue of which you ———, as before mentioned.

Z. Z.,

Attorney for ———.

(17.) *Notice to Landlord that Goods, &c., distrained on for Rent have been Replevied.*

To A. B., Esq.

Notice is hereby given you that the goods and chattels, to wit (naming them), distrained on by you as being the property of E. F. for rent due you by the said E. F., have this day been replevied by me, and you are cautioned against further interfering with the same at your peril.

Yours, &c.,

C. D.

(18.) *Notice of Debtor in Execution to Sheriff of Claim of Exemption Law, and request for appointment of Appraisers.*

To A. B., Sheriff of ——— County.

Notice is hereby given you, that I, execution debtor in writ of *fieri facias* to No., &c., in your hands, and in which E. F. is plaintiff, claim the benefit of the provisions of the Act of Assembly of April 9, 1849, exempting property from levy and sale on execution, &c., and you are hereby requested to summon three disinterested and competent persons to appraise the personal property levied on by you under and by virtue of said execution, and which I may elect to retain under the provisions of the aforesaid Act (or in case of levy on real estate, say—"to appraise the real estate levied on under the execution aforesaid, and which I elect to retain.")



## PARTITION.

**PARTITION** is the act of proportioning or dividing the estate of parceners, joint-tenants, tenants in common, &c., as their interests may demand, in real estate.

In Pennsylvania there are three modes of compelling a partition of lands: 1. By bill or petition in the Orphans' Court of the proper county, on the part of the widow or children of an intestate; 2. By bill in equity; 3. By the common law proceeding, by writ *de partitione facienda*, and the pleadings therein are, in some cases, founded on the principles of the common law, and sometimes on statutes, and sometimes on the deeds of the parties concerned, independently of the forms of procedure already specified; and the action follows the chancery, rather than the common law action in its principles. See T. & H. §§ 1810 to 1829. The several Acts of Assembly touching this subject are as follows: April 11, 1799; March 28, 1806; March 29, 1806; April 7, 1807; March 26, 1808; February 5, 1821; March 29, 1824; April 11, 1835; June 3, 1840; May 5, 1841; April 5, 1842; April 21, 1846; March 16, 1847; April 9, 1849; April 25, 1850; February 20, 1854; April 27, 1855; April 17, 1856; April 22, 1856; April 27, 1864; March 30, 1869; February 26, 1870; May 14, 1874; May 8, 1876; May 1, 1879.

## PARTITION; PROCEEDINGS IN COMMON LAW COURT.

(1.) *Declaration or Narr.*

In the Court of Common Pleas of Blair County.

Hamilton Hatch

vs.

Adam Martin and Catherine  
Martin, Philip Handy  
and Johnson Handy,  
minors under the age  
of fourteen years, &c.

No. —.

— Term, 18—.

Blair County, ss.

Adam Martin and Catherine Martin, Philip Handy and Johnson Handy, minors under the age of fourteen years, by Charles M. Smith, their guardian, of the said county, were summoned to answer Hamilton Hatch, the plaintiff above named, of a plea wherefore, whereas the plaintiff and the defendants, together and undivided, do hold the following described messuage or tract of land, with the appurtenances situate in the county of Blair aforesaid, that is to say (here fully describe the premises), of which the said defendants deny partition to be made between them, according to the form of the Act of Assembly in that behalf, and unjustly

permit the same not to be done, contrary to the form of the said Act; and, therefore, the said plaintiff, by S. S. Blair, his attorney, says that, whereas, he and the said defendants hold together and undivided, the messuage and tract of land aforesaid, with the appurtenances, one-fifth part whereof the whole into five equal parts to be divided with the appurtenances, belong to the said Hamilton Hatch to hold to him and his heirs forever; one other fifth part whereof the whole to be divided as aforesaid, with the appurtenances, belong to the said Adam Martin to hold to him and his heirs forever; one other fifth part whereof the whole to be divided as aforesaid, with the appurtenances, belong to the said Catherine Martin to hold to her and her heirs forever; one other fifth part whereof, the whole to be divided as aforesaid, with the appurtenances, belongs to the said Philip Handy, to hold to him and his heirs forever; and one other fifth part whereof, the whole to be divided as aforesaid, with the appurtenances, belongs to the said Johnson Handy to hold to him and his heirs forever: to be held by them in severalty, so that the said plaintiff of his one-fifth part thereof, the said Adam Martin of his one-fifth part thereof, the said Catherine Martin of her one-fifth part thereof, the said Philip Handy of his one-fifth part thereof, and the said Johnson Handy of his one-fifth part thereof, to them respectively happening, may severally apportion themselves; they, the said Adam Martin, Catherine Martin, Philip Handy, and Johnson Handy, partition thereof between them, according to the laws of this Commonwealth to be made, do not permit, very unjustly and contrary to the same laws. Whereupon the said plaintiff says that he is worse, and has damage to the value of five hundred dollars, and therefore he brings suit.

S. S. BLAIR,

Plaintiff's Attorney.

(2.) *Declaration or Narr. in Case of Life Estate.*

In the Court of Common Pleas of Blair County.

Henry Harris	}	No. —.
vs.		
Robert Rattler and		
Paul Potter.		
		— Term, 18—.

Blair County, ss.

Robert Rattler and Paul Potter, the defendants above named, both of the said county, were summoned to answer Henry Harris,

the plaintiff above named, of a plea. Wherefore, whereas, the said plaintiff and the said Robert Rattler hold together and undivided a certain messuage and tract of land, &c. (here describe the same), the said Paul Potter, being the holder of an estate therein, for and during the term of his life, of which the said defendants deny partition to be made between them and the said Henry Harris and Robert Rattler, according to Act of Assembly in that behalf made and provided, and unjustly permit the same not to be done, contrary to the Act aforesaid. And thereupon the said plaintiff, by A. S. Landis, his attorney, says, that, whereas, he and the said Robert Rattler hold together and undivided, subject to the life estate of the said Paul Potter as aforesaid, the said messuage and tract of land, with the appurtenances, two-thirds parts thereof, the whole into three equal parts to be divided, with the appurtenances, belongs to the said plaintiff to hold to him and his heirs forever, subject as aforesaid, and the other third part thereof, the whole into three equal parts to be divided, belongs to the said Robert Rattler to hold to him and his heirs forever, subject, as aforesaid, to be held by them in severalty, so that the said plaintiff of his two-thirds parts thereof, and the said Robert Rattler of his one-third part thereof, to them respectively happening, subject as aforesaid, may severally apportion themselves, they, the said Robert Rattler and Paul Potter, partition thereof between the said plaintiff and the said Robert Rattler according to the laws of the Commonwealth of Pennsylvania to be made, do not permit, very unjustly and contrary to the same laws. Whereupon the said plaintiff says that he is worse, and has damage to the extent of five hundred dollars, and thereupon he brings suit.

A. S. LANDIS,  
Att'y for Pl'ff.

(3.) *Plea of Confession by Defendants.*

In the Court of Common Pleas of Blair County.

_____	} No. —.	_____ Term, A. D. 18—.
vs. _____		

Now, ———, 18—, come Adam Martin and Catherine Martin, Philip Handy and Johnson Handy, minors under the age of fourteen years, by Charles M. Smith, their guardian, and defend the wrong and injury, &c., and say that they cannot deny the aforesaid action of the said Hamilton Hatch, nor but that partition ought to be made

between them and the said Hamilton Hatch of the messuage or lands aforesaid, with the appurtenances, in form aforesaid, and they freely consent that partition thereof be made between them, &c.

ADAM MARTIN,

CHARLES M. SMITH,

Guardian of minors above named.

(4.) *Plea of Confession to Part of Premises, and of Non-tenant Insimul as to Residue.*

In the Court of Common Pleas of Blair County.

\_\_\_\_\_  
vs. \_\_\_\_\_ } No. —.  
\_\_\_\_\_ Term, A. D. 18—.

And the said defendants by John M. Kyle, their attorney, come and defend the wrong and injury, when, &c., and say that as to part or parcel of the messuages or lands aforesaid, with the appurtenances, to wit, all that, &c. (here describe it), with the appurtenances, they cannot deny the aforesaid action of the said Hamilton Hatch, nor but that partition ought to be made between them and the said Hamilton Hatch of the same, and they freely consent thereto; but as to the residue thereof, to wit, all that, &c. (describe the remainder), with the appurtenances, they say that they do not and did not, on the day of the issuing of the said writ, hold the same or any part thereof, together and undivided with the said plaintiff, as he, the said plaintiff, hath in his said writ and declaration above set forth; and of this they put themselves upon the country, &c.

JOHN M. KYLE,

Attorney for Defendants.

(5.) *Amendment of Declaration on Death of a Defendant.*

In the Court of Common Pleas of Blair County.

\_\_\_\_\_  
vs. \_\_\_\_\_ } No. —.  
\_\_\_\_\_ Term, A. D. 18—.

And, whereas, afterward, to wit: on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, after the commencement of this suit and the filing of the said declaration, one of the said defendants, Philip Handy, in said writ and declaration mentioned, deceased, whereby his estate, share, and interest in the said premises descended to and became

vested in his mother, Elizabeth Handy, to be enjoyed by her during her life, with remainder to the surviving brother of said deceased, in fee, viz., Johnson Handy, one of said defendants, she, the said mother, and the said Johnson Handy, being his true and only lawful heirs; by means whereof the one equal fifth part of the said premises, in said declaration mentioned, as having pertained to the said Philip Handy and his heirs, to have, now, since the death of the said Philip Handy, to the said Elizabeth Handy for and during the term of her natural life, and from and after her death, to the said Johnson Handy, and his heirs it pertaineth to have.

S. S. BLAIR,  
Attorney for Plaintiffs.

(6.) *Suggestion of Name of Alienee as Party.*

In the Court of Common Pleas of Blair County.

_____	}	No. —.
_____ vs. _____		_____ Term, A. D. 18—.

And now, ———, 18—, Henry Holler, by his attorney, S. S. Blair, respectfully submits to the Court, that since the issuing of the writ of summons in the above case, the above-named plaintiff has granted and conveyed to the said Henry Holler, all his right, title, and interest in, to, and out of the premises in said writ and declaration mentioned and described. Whereupon, on motion of S. S. Blair, it is ordered by the Court, that the name of the said plaintiff be withdrawn from the record of this suit, and the said Henry Holler be substituted in his place and stead.

(7.) *Judgment. Act April 7, 1807.*

In the Court of Common Pleas of Blair County.

_____	}	No. —.
_____ vs. _____		_____ Term, A. D. 18—.

And now, ———, 18—, it appearing that service was made according to the provisions of the Act of Assembly, and the defendants having appeared, and having no defence against the plaintiff's demand (or agreeing thereto, as the case may be), the Court proceed to examine the title and quantity of the parts and purparts of the respective defendants as well as of the plaintiffs. Whereupon

it is considered by the Court, that the said title or purparts are as stated and set forth in plaintiff's declaration; and it is ordered, on motion, that judgment be entered for the plaintiff, and a writ is awarded to make partition, whereby such purparts shall be set out in severalty.

(8.) *Declaration of Defendants' Desire to have Plaintiff's Share only set out. Act February 5, 1821.*

In the Court of Common Pleas of Blair County.

\_\_\_\_\_. } No. —.  
*vs.* } \_\_\_\_\_ Term, A. D. 18—.

To the Honorable, &c.

We, the undersigned defendants in this cause, do hereby certify and declare to the Court our wish that our interest in the premises, whereof the plaintiff seeks partition in this case, may remain undivided, and that the plaintiff's purpart alone may be set out.

Witness, &c.

ADAM MARTIN, &c.

(9.) *Judgment setting out Share of Plaintiff.*

In the Court of Common Pleas of Blair County.

\_\_\_\_\_. } No. —.  
*vs.* } \_\_\_\_\_ Term, A. D. 18—.

And now, ———, 18—, it appearing that service was made according to the provisions of the Act of Assembly, and the defendants having appeared, and having no defence against the plaintiff's demand (or agreeing thereto, as the case may be) (or "and the said parties having appeared"), and the defendants having by writing filed declared their wish that their interest in the premises, whereof the plaintiff seeks partition in the above case, may remain undivided, the Court proceeded to examine the plaintiff's title and quantity of his part or purpart, and do give judgment that he shall have partition of the same according to his right as set out in the declaration in this case, and award a writ to make partition whereby his proportion or purpart shall be set out in severalty.

(10.) *Writ for making Partition (Breve de Partitione Facienda).*

In the Court of Common Pleas of Blair County.

Hamilton Hatch

vs.

Adam Martin and Catherine  
Martin, Philip Handy and  
Johnson Handy, by their  
Guardian, Charles M. Smith.

No. —.

—— Term, A. D. 18—.

Blair County, ss.

The Commonwealth of Pennsylvania.

To the Sheriff of Blair County, greeting. Whereas, [SEAL.] Adam Martin and Catherine Martin, Philip Handy and Johnson Handy, by their guardian, Charles M. Smith, late of your county, were summoned to be in our Court of Common Pleas in and for the county of Blair, before our Judges thereof, on the first Monday of ———, A. D. eighteen hundred and ———, to answer Hamilton Hatch of a plea. Wherefore, whereas, they, the said defendants and the said plaintiff, together and undivided do hold the following described premises, with the appurtenances, to wit (here describe the real estate to be divided as in the summons), with the appurtenances, of which they deny that partition be made between them, according to the laws and customs of the Commonwealth, and the statutes in such case provided, and unjustly permit not the same to be done, &c. ; and it was in such manner proceeded in, in our said Court, that it was considered that partition should be made between the parties aforesaid, of the premises aforesaid, with the appurtenances.

Therefore we command you that, taking with you six honest and lawful men of your bailiwick, by whom the truth of the matter may be better known, in your proper person you go to the premises aforesaid, with the appurtenances, and that there, in the presence of the parties aforesaid, by you to be forewarned, if they shall be willing to be present, the said premises, with the appurtenances, by the oaths and affirmations of the said six honest and lawful men, respect being had to the true value of the premises aforesaid, with the appurtenances, into ——— equal parts you cause to be parted and divided, so that neither the said plaintiff nor the said defendants respectively may have more of the premises aforesaid, with the appurtenances, than it pertaineth to them severally to have. If equal partition in value as aforesaid cannot be made of any share or purpart, then by the same inquest, or oaths, or affirmations afore-

said, you have power to equalize such partitions or purparts by valuing the purparts respectively, and to award that any one or more shares or purparts shall be subject to the payments of such sum of money as shall be equal to the difference in value of any other share or shares, purpart or purparts, and return the same with said inquest; and you further have power by the same inquest and oaths and affirmations as aforesaid, to divide the said premises, with the appurtenances, into such number of purparts as shall appear to the said inquest most convenient and advantageous, without regard to the number of parties in interest, and to value each purpart. But if the said inquest shall be of opinion that the premises aforesaid, with the appurtenances, cannot be parted and divided without prejudice to or spoiling the whole, then we command you that you cause the said inquest to make a just valuation and appraisement of the said premises, with the appurtenances, upon their oaths and affirmations aforesaid, due notice having been first given to the several parties or persons concerned or interested therein, to appear, if they shall think fit, at the time and place of holding such inquisition, and that the partition or valuation and appraisement, or valuations and appraisements, so by you distinctly and openly made, you have here in our said Common Pleas Court for the county of Blair, before our Judges at Hollidaysburg on the first Monday of ——— next, under your hand and seal, and under hands and seals of those by whose oaths and affirmations you shall have made the same, that such further proceedings may be had as to law and justice shall appertain. And have you then and there the names of those by whose oaths and affirmations you shall have made the same as this writ.

Witness the Honorable John Dean, President of our said Court at Hollidaysburg, the ——— day of ———, in the year of our Lord one thousand eight hundred and ———.

CHARLES GEESEY,  
Prothonotary.

(11.) *Notice of Inquisition. Act April 11, 1835.*

In the Court of Common Pleas of Blair County.

\_\_\_\_\_ } No. —.  
vs. \_\_\_\_\_ } \_\_\_\_\_ Term, A. D. 18—.

To \_\_\_\_\_, Hollidaysburg, \_\_\_\_\_, 18—.

SIR: Notice is hereby given to the above parties, that, by virtue of the above-mentioned writ of partition, an inquest will be held



and taken upon the premises therein described on the —— day of ——, A. D. 18—, at —— o'clock in the —— noon, for the purpose of making partition at valuation and appraisement of the said real estate, as in the said writ required; at which time and place said parties can attend if they think proper.

Respectfully yours, &c.,

GEORGE FAY,  
Sheriff.

(12.) *Affidavit of Plaintiff as to Parties Unknown.*  
*Act April 25, 1850.*

In the Court of Common Pleas of Blair County.

\_\_\_\_\_  
vs. \_\_\_\_\_ } No. —.  
\_\_\_\_\_ } \_\_\_\_\_ Term, A. D. 18—.

Blair County, ss.

Personally appeared Hamilton Hatch, the plaintiff above named, who, being sworn, says that one undivided third part of the premises described in the writ of partition in the above-stated case was owned by one Hatton Hock, who, since the year 18—, has not resided in this Commonwealth, but that the plaintiff is informed and verily believes that the said Hatton Hock is now deceased, and that the said premises are now owned by his heirs-at-law, or their devisees or alienees, and that the names and residence of the same are unknown to the plaintiff.

HAMILTON HATCH.

Sworn and subscribed, &c.

CHARLES GEESEY,  
Prothonotary.

(13.) *Affidavit of Service of Notice of Inquest.*

Blair County, ss.

\_\_\_\_\_, being duly sworn, deposes and says that he served a notice of the within petition, and of the time and place of holding the inquest personally on \_\_\_\_\_ and \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, and on \_\_\_\_\_, guardian, &c., of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—. \_\_\_\_\_

Sworn and subscribed to before me, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—. \_\_\_\_\_

(14.) *Affidavit of Publication of Notice.*

(Attach copy of advertisement.)

Blair County, ss.

\_\_\_\_\_, being duly sworn, deposes and saith that he is the editor (or as may be) of a weekly newspaper of general circulation, published in the city of Altoona, county aforesaid, called the \_\_\_\_\_, and that an advertisement, of which the annexed slip, cut from said newspaper, is a copy, was published in said newspaper for \_\_\_\_\_ consecutive weeks, viz: in the issues under dates of \_\_\_\_\_, and further saith not.

Sworn and subscribed, &amp;c.

(15.) *Affidavit of Appraisers.*

Blair County, ss.

We, the undersigned, being duly sworn according to law, depose and say that we will well and truly view and inquire whether the messuages and lands in this writ of partition mentioned can be divided to and among the parties in the said writ named without prejudice to or spoiling the whole, and if we find that the same can be so divided, that then we will make partition thereof accordingly, but if we find that the same cannot be so divided according to the command of the writ, that then we will make a just valuation and appraisement thereof according to the best of our knowledge.

(Signatures of appraisers.)

Sworn and subscribed to before me, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—.

GEORGE FAY,  
Sheriff.

(16.) *Return of Inquisition making Partition.*

I, George Fay, High Sheriff of the county of Blair, do certify and return to the Honorable the Judges of the Court of Common Pleas of Blair County, that, at the day and place, in the annexed writ of partition mentioned, by virtue of the said writ, and having taken with me (here naming the jury) six free, honest, and lawful men of my bailiwick, by whom the truth of the matter might be better known, in my own proper person I did go to the premises in the said writ specified, and then and there, in presence of such and so many of the said parties in the said writ named as chose to attend, all of them having been first duly warned by me, and

having had notice of the time and place of holding inquisition, by the oaths or affirmations of six free, honest, and lawful men aforesaid, do find that the same cannot be divided without prejudice to or spoiling the whole, and I did therefore cause the said premises to be divided into ——— parts or purparts (as the case may be), and according to the metes and bounds on the plan hereto annexed and described as follows, to wit:—

No. 1. All that, &c. (here describe it), valued at ——— dollars.

No. 2. All that, &c. (here describe it), valued at ——— dollars.

All of which, I, the said Sheriff, desire may be confirmed by the Court.

In testimony whereof, as well I, the said Sheriff, as the jurors aforesaid, to this inquisition have fixed our hands and seals the day and year above mentioned.

NOTE.—Attach to Return, Affidavit of Service, and of Publication of Notice.

(17.) *Order for Rule to Accept. Acts March 11, 1799;  
April 7, 1807; May 5, 1841.*

In the Court of Common Pleas of Blair County.

_____	_____	} No. —.	_____ Term, A. D. 18—.
_____	_____		
_____	_____		

And now, ———, 18—, the writ of partition in the above-stated case, having been returned by the sheriff, and such return having been approved, the Court on motion of S. S. Blair, Esquire, attorney for plaintiff, grant a rule on all persons interested in said case, to come into Court on the ——— day of ——— next, to accept or refuse the estate mentioned in the said writ, at the appraised value thereof.

(18.) *Order of Sale on Refusal to take at Valuation. Acts March 11, 1799; April 7, 1807; May 5, 1841.*

In the Court of Common Pleas of Blair County.

_____	_____	} No. —.	_____ Term, A. D. 18—.
_____	_____		
_____	_____		

And now, ———, 18—, it appearing to the Court that due service of the rule in this case has been made, and none of the said parties agreeing to take the premises in said writ mentioned, at the appraised value thereof, of which fact a record is made at the

instance of S. S. Blair, Esq., attorney for said plaintiff, the Court make an order for the public sale of the said premises by the sheriff of the county of Blair, he having first given notice thereof according to the provisions of the Act of Assembly in such case made and provided.

(19.) *Decree upon Acceptance. Acts March 11, 1799;  
April 7, 1807; May 5, 1841.*

In the Court of Common Pleas of Blair County.

\_\_\_\_ vs. \_\_\_\_ } No. —.  
\_\_\_\_ } \_\_\_\_ Term, A. D. 18—.

Now, —, 18—, it appearing to the Court that service of the rule in this case has been made on all parties interested therein, and Adam Martin, the party entitled to a choice of the premises in said writ mentioned, having elected to take the same at the appraised value thereof, to wit, the sum of — dollars, whereupon the same are adjudged to him, he entering into recognizance to the Commonwealth of Pennsylvania, with sureties to be approved by the Court, in the sum of — dollars, conditioned for the payment to the other parties of their proportions of the appraised value of said premises, according to their respective rights, in one year from this day, with interest. And the sheriff is directed to make and execute to the said Adam Martin a conveyance of said premises, subject, however, to a lien thereon in favor of the other said parties, until payment be made to them of their respective shares of the aforesaid valuation money.

#### PROCEEDINGS IN ORPHANS' COURT.

(20.) *Petition for Partition; Act March 29, 1832.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Hallick Hand, a son of Josiah Hand, late of the borough of Tyrone, in said county, deceased, respectfully represents: That the said Josiah Hand died on or about the — day of —, A. D. 18—, intestate, seized in his demesne as of fee of and in a certain tract or piece of land situate in the township of Snyder in said county, bounded and described as follows, to wit (here describe same): and containing — acres, with the appurte-

nances, and leaving to survive him a widow, Rebecka Hand, and three children, viz: the petitioner and John Hand and William Hand, having for their guardian Robert Waring.

That no partition of said land has been made, nor can a jury for that purpose be agreed upon by the parties in interest.

The petitioner therefore prays the Court to award an inquest to make partition of said real estate to and among the aforesaid parties according to their respective rights. And he will, &c.

(Append affidavit of truth of petition.)

(21.) *Petition for Partition under a Will. Act April 13, 1840.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Halleck Hand, a son of Josiah Hand, late of the borough of Tyrone, in said county, deceased, respectfully represents: That the said Josiah Hand died on or about the ——— day of ———, A. D. 18—, seized in his demesne as of fee, of and in a certain tract or piece of land situate, &c., and containing ——— acres more or less, with the appurtenances, having devised by his last will and testament, dated the ——— day of ———, in the year aforesaid, and proved the ——— day of ——— following the last mentioned date, the said tract or piece of land to his three children, John Hand, William Hand, and Halleck Hand, your petitioner in fee, to be equally divided amongst them; that the said John Hand and William Hand are minors, and have for their guardian Robert Waring, that, by virtue of the said devise, the said John Hand, William Hand, and your petitioner are each entitled to one undivided third part of said premises; that no partition of said land has been made, nor can a jury for that purpose be agreed upon by the parties in interest.

The petitioner therefore prays the Court to award an inquest to make partition of said real estate to and among the aforesaid parties according to their respective rights. And he will, &c.

(Append affidavit of truth of petition.)

(22.) *Petition for Partition; Certain Parties Unknown.*  
*Act April 14, 1835.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of David Wilde, a son of Peter Wilde, late of the city of Altoona, in the county of Blair, deceased, respectfully repre-

sents: That the said Peter Wilde died on or about the —— day of ——, A. D. 18—, intestate, leaving to survive him two children, viz: the petitioner and William Wilde, residing in said county of Blair, and also the children of a deceased son, Martin Wilde, who, in the year 18—, removed to the State of Louisiana, and died there about three years since, and in the lifetime of the said Peter Wilde, and leaving to survive him, as your petitioner understands, six children, all born since the removal of their said father as aforesaid, and whose names and residence are therefore unknown to the petitioner. That the said Peter Wilde died seized in his demesne as of fee of and in a certain tract or piece of land situate, &c. (describing it); that no partition of said real estate has been made, nor can a jury for that purpose be agreed upon by the parties in interest.

The petitioner therefore prays the Court to award an inquest to make partition of said real estate to and amongst the aforesaid parties according to their respective rights. And he will, &c.

(Append affidavit of truth of petition.)

(23.) *Petition for Partition; Tenants in Common.*

*Act March 13, 1847.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Alex. Myers, a son of George Myers, late of the city of Altoona, in said county, deceased, respectfully represents: That the said George Myers died on or about the —— day of ——, A. D. 18—, intestate, seized in his demesne as of fee, as tenant in common with Charles Lord, of and in an undivided moiety or half part of a certain tract or piece of land, situate in the township of Blair, in said county, bounded, &c.

That the said George Myers left to survive him a widow, Fanny Myers, and five children, viz: Alexander, the petitioner, and Lincoln, Grant, Sherman, and Meade, and one grandchild, James Selkirk, child of Joan Selkirk, a daughter, now dead, of the said George Myers. That no partition of said premises has been made, nor can a jury for that purpose be agreed upon by the parties in interest.

The petitioner therefore prays the Court to award an inquest to make partition of the said premises to and amongst the aforesaid parties according to their respective rights. And he will, &c.

(Append affidavit of truth of petition.)

(24.) *Petition for Partition; Case of Life Estate.*  
*Act March 29, 1832.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Howard Hunt respectfully represents: That William Hunt, late of the township of Taylor, in said county, died on the ——— day of ———, A. D. 18—, intestate, leaving to survive him a widow, Helen Hunt, and two brothers, George Hunt and the petitioner, and being seized in his demesne as of fee of and in a certain tract or piece of land, situate in the township aforesaid, bounded, &c. (here describe same).

That the said George Hunt and the petitioner are each entitled to one equal undivided moiety of said premises, subject to the life estate of the said widow in the same; the petitioner therefore prays the Court to award an inquest to make partition of said premises to and amongst the persons entitled to the same as aforesaid. And he will, &c.

(Append affidavit of truth of petition.)

(25.) *Petition for Commissioners to make Partition. Acts March 29, 1832; April 27, 1855.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Ellen Wool, widow of Samson Wool, late of the borough of Hollidaysburg, said county, deceased, Kate Wool, a minor child of said decedent, by her guardian, Samuel Barr, and Jeremiah Stubbs, a son of Elizabeth Stubbs, widow, formerly Elizabeth Wool, daughter of said decedent, respectfully represents: That the said Samson Wool lately died intestate, leaving to survive him the petitioners, as above named, and seized in his demesne as of fee of and in a certain, &c., situate, &c., with the appurtenances.

The petitioners further represent that no partition of the said real estate having been had, they have agreed upon and pray the Court to appoint Robert Fox, William Wolfe, and Eben Round as commissioners to divide and value the said real estate with the same effect as a sheriff's inquisition for the same purpose, as provided by Act of Assembly in that behalf. And they will, &c.

(Append affidavit of truth of petition.)

*(26.) Order of Inquest.*

Now, ———, inquest awarded as prayed for, notice to be given to the parties interested, resident within the county, as directed by law, and notice on parties interested, not residents within the county, by advertisement in one weekly newspaper, published in said county (or as may be), for three successive weeks prior to holding the inquest, and by mailing a copy of each of such newspapers to the last known place of residence of such non-resident parties. Returnable, &c.

BY THE COURT.

*(27.) Writ of Partition for Inquest.*

Blair County, ss.

The Commonwealth of Pennsylvania.

To the High Sheriff of the county of Blair, greeting.  
[SEAL.] Whereas, at an Orphans' Court held at Hollidaysburg in and for the said county of Blair, the ——— day of ———, in the year of our Lord one thousand eight hundred and ———, before the Honorable John Dean, President, and his associates, Judges of the Court. In the matter of the estate of Walter Woods, deceased. The petition of Samuel Woods, of the city of Altoona, in said county, was presented, setting forth (here insert as set forth in the petition). And whereupon the said Court, on due proof and consideration of the premises, awarded an inquest for the purposes aforesaid.

We therefore command you, that, taking with you six good and lawful men of your bailiwick, you go to and upon the premises aforesaid, and there in the presence of the parties aforesaid by you to be warned (if upon being warned they be present), and having respect to the true valuation thereof, and upon the oaths and affirmations of the said six good and lawful men, you make partition to and among the heirs and legal representatives of the said intestate, in such manner, and in such proportions as by the laws of this Commonwealth is directed, if the same can be so parted and divided without prejudice to or spoiling the whole. And if said partition cannot be made thereof without prejudice to or spoiling the whole, then you cause the said inquest to inquire and ascertain whether the same will conveniently accommodate more than one of the said representatives of the said intestate, without prejudice to or spoiling the whole; and if so, how many it will as aforesaid accommodate, describing each part by metes and bounds, and returning



a just valuation of the same with a draft of the premises and each purpart. But if the said inquest by you to be summoned as aforesaid, to make the said partition or valuation, shall be of opinion the premises aforesaid, with the appurtenances, cannot be so parted and divided as to accommodate more than one of the said representatives of the said intestate, then you cause the inquest to value the whole of the said real estate, with the appurtenances, having respect to the true valuation thereof agreeable to law; and that the true partition or valuation so made, you distinctly and openly have before our said justice at Hollidaysburg, at an Orphans' Court there to be held on, &c. (as may be), after such inquest shall be made under your hand and seal, and under the hands and seals of those, by whose oaths or affirmations you shall make such partition or valuation. And have you then and there this writ.

Witness, John Dean, Esq., Judge of our said Court at Hollidaysburg aforesaid, the ——— day of ———, in the year of our Lord one thousand eight hundred and ———.

CHARLES GEESEY,  
Clerk of Orphans' Court.

(28.) *Notice by Publication. Act April 11, 1835.*

In the matter of the partition of the real estate of Walter Woods, late of the city of Altoona, county of Blair, deceased.

Notice is hereby given the heirs of said decedent, that in pursuance of an order of the Orphans' Court of Blair County, a writ of partition has issued from said Court to the sheriff of said county, returnable on ——— the ——— day of ———, A. D. 18—, and that the inquest will meet for the purpose of making partition of the real estate of said decedent on ——— the ——— day of ———, A. D. 18—, at ——— o'clock —. M., of said day upon the premises, at which time and place you can be present if you see proper.

The premises in question are described as follows (here describe real estate).

GEORGE FAY,  
Sheriff.

NOTE.—For Form of Affidavit of Notice of Service of Inquest, of Publication of Notice, and of Affidavit of Appraisers, see Forms, Nos. 13, 14, and 15.

(29.) *Sheriff's Return to the Writ.*

The execution of the within writ will appear by reference to a certain schedule or inquisition hereto annexed. So answers

GEORGE FAY,  
Sheriff.

(30.) *Return of Inquisition in Partition.*

Blair County, ss.

An inquisition, indented and taken at ———, in the county aforesaid, this ——— day of ———, in the year of our Lord one thousand eight hundred and ——— before George Fay, Esquire, High Sheriff of the county aforesaid, by the oaths and affirmations of the jurors whose names and seals are hereunto annexed, good and lawful men of my bailiwick, who say upon their oaths and affirmations, that having been taken by the said George Fay, High Sheriff as aforesaid, in his proper person, to the premises in the writ to this inquisition annexed described, and the parties in the said writ named, having been severally warned, and as many as chose being present, that the property described in the said writ cannot be parted and divided without prejudice to or spoiling the whole thereof, and therefore that they value and appraise the same as follows, to wit:—

No. 1. At the sum of ——— dollars.

No. 2. At the sum of ——— dollars.

No. 3. At the sum of ——— dollars.

In testimony whereof, as well I, the said sheriff, as the jurors aforesaid to this inquisition, have fixed our hands and seals, the day and year above mentioned.

GEORGE FAY, [SEAL.]

Sheriff.

And Jury.

NOTE.—Attach to Return the Affidavit of Service and Publication of Notice of Inquest.

(31.) *Petition for Rule on Heirs to accept or refuse, &c.**Act May 5, 1841.*

To the Honorable the Judges of the Orphans' Court of Blair County.

In the matter of the partition of the estate of Walter Woods, deceased.

The petition of Samuel Woods respectfully represents: That, on the ——— day of ———, A. D. 18—, his petition was presented to this Court, by whom a writ of partition was thereupon ordered; that pursuant to said writ, an inquest was duly held on the premises described, on the ——— day of ———, A. D. 18—, which said inquest was duly returned, setting forth that the real estate in said

writ described could not be parted or divided equally among all the heirs, without prejudice to or spoiling the whole thereof, and that they had thereupon valued and appraised said property as follows:—

No. 1. At the sum of ——— dollars.

No. 2. At the sum of ——— dollars.

No. 3. At the sum of ——— dollars.

And that the said return was confirmed by the Court on the ——— day of ———, A. D. 18—.

The petitioner therefore prays that a rule may be granted on the heirs and other interested parties, to appear on a certain day to be fixed by the Court, and accept or refuse the real estate at the valuation, or make bids on the same, or show cause why the same should not be sold on their neglect or refusal to accept the same. And he will, &c.

(Append affidavit of truth of petition.)

(32.) *Rule on Heirs.*

Now, ———, A. D. 18—, within petition being read and considered, the Court grant a rule upon the heirs and other parties interested to appear in open Court on the ——— day of ———, A. D. 18—, at ——— o'clock —. M., and accept or refuse the real estate at the valuation returned, or make bids on the same, or show cause why the same should not be sold on their neglect or refusal to accept the same. Notice to be given to all persons interested resident within the Commonwealth of Pennsylvania, by personal service and notice, by advertisement for three successive weeks in the Register, a weekly newspaper published in said county, to ——— and ———, and that a copy of each issue of said newspaper containing said advertisement to be sent by mail to each of said non-resident parties at his last known place of residence.

(33.) *Acceptance of Service of Notice of Inquest by Resident Heirs, &c.*

We hereby acknowledge to have received from the sheriff due and legal notice of the meeting of the jury of inquest to be held in pursuance of the within order or writ, and to assemble at ———, on ——— the ——— day of ———, A. D. 18—.

SAMUEL WOODS,  
And others.

(34.) *Notice by Publication of Inquest.*

In the Orphans' Court of Blair County.

In the matter of the estate of Walter Woods, late of the city of Altoona, in the county of Blair, and State of Pennsylvania, deceased.

Now, ——— day of ———, 18—, Court grant rule upon the heirs and other parties interested in the partition of the estate of the said decedent, to appear in open Court, on ——— the ——— day of ———, A. D. 18—, at ——— o'clock —. M., and accept or refuse the real estate at the valuation fixed by return of inquest, or make bids on the same, or show cause why the same should not be sold on their neglect or refusal to accept the same.

In pursuance of the above order, notice is hereby given to ——— of ———, and to ———, of ———, and all other non-residents of this Commonwealth, interested in said estate, to appear in Orphans' Court on ——— the ——— day of ———, A. D., at ——— o'clock —. M., in accordance with said order of the Orphans' Court.

CHARLES GEESEY, [SEAL.]  
Clerk of Orphans' Court.

(35.) *Proof of Publication of Notice.*

(Copy of Notice.)

In the Orphans' Court of Blair County.

In the matter of the partition of the real estate of Walter Woods, deceased.

Blair County, ss.

Samuel Woods, being duly sworn, says, that a notice under the seal of the Orphans' Court of the county of Blair, of which the annexed printed advertisement is a true copy, was published for three successive weeks twice a week, the first insertion thereof having been made on the ——— day of ———, A. D. 18—, in the Morning Tribune, a newspaper published daily, except on Sunday, in Blair County, and further says not.

Subscribed, &c.

SAMUEL WOODS.

(36.) *Acceptance of Service of Rule on Resident Heirs to Accept or Refuse.*

The undersigned heirs of Walter Woods, late of the city of Altoona, county of Blair, deceased, do hereby accept service of the

within rule, to accept or refuse the real estate of said decedent at the valuation returned, or make bids on the same, or show cause why the same shall not be sold on their neglect or refusal to accept the same.

(37.) *Petition for Allotment of Real Estate at an advance on Valuation.*  
Act April 22, 1856.

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Samuel Woods, a son of Walter Woods, late of the city of Altoona, in the county of Blair, deceased, respectfully represents: That an inquest awarded by this Court, to make partition of the real estate of said decedent, have returned that they have valued purpart No. 1 of said real estate at ——— dollars, and that the said return was confirmed *nisi* on the ——— day of ——— last; the petitioner further represents that he is a party interested in the said real estate, and hereby offers the sum of ——— dollars beyond the valuation placed upon purpart No. 1 aforesaid, and prays that the same may be allotted to him at the sum of ——— dollars. And he will, &c.

SAMUEL WOODS.

(Append affidavit of truth of petition.)

(38.) *Acceptance of Purpart where there is no Bid.*  
Act April 22, 1856.

To the Honorable the Judges of the Orphans' Court of Blair County.

I, Matthew Woods, son and heir of Walter Woods, late of the city of Altoona, county of Blair, deceased, hereby accept lot or purparts, Nos. 2 and 3, in the partition of the estate of said deceased, valued at ——— dollars each.

MATTHEW WOODS.

(39.) *Awarding of Purpart to Heir at his Bid.* Act April 22, 1856.

In the Orphans' Court of Blair County.

In the matter of the partition of the real estate of Walter Woods, deceased.

And now, ——— day of ———, A. D. 18—, Samuel Woods, a son and heir of said deceased, having filed in said Court a written offer electing to take purpart No. 1 at the sum of ——— dollars,

which is in excess of the valuation fixed by the inquest, and there being no other bid, the Court order and adjudge the said land, to wit, purpart No. 1, being all that, &c. (here describe same), to the said Samuel Woods, his heirs and assigns forever, on condition that he enter into recognizance with security to be approved by the Court in the sum of ——— dollars, conditioned to secure the payment of the costs and expenses of these proceedings, and to secure unto Harriet Woods, widow of said decedent; her interest in the fund, and also to secure unto the other heirs of said decedent the payment of the amounts due to them out of the fund, with interest, in the manner and at such times as the Court may decree on the final distribution of the said fund, agreeably to the Act of Assembly in that behalf made and provided.

BY THE COURT.

(40.) *Award of Purpart to Heir at the Valuation. Act April 22, 1856.*

In the Orphans' Court of Blair County.

In the matter of the partition of the real estate of Walter Woods, deceased.

And now, ——— day of ———, A. D. 18—, Matthew Woods, a son and heir of Walter Woods, deceased, having filed in said Court an acceptance electing to take purparts Nos. 2 and 3 at the valuation fixed by the inquest, to wit, the sum of ——— dollars each, and there being no other bid, the Court order and adjudge the said land, to wit, purpart No. 2, being all that certain, &c.; and purpart No. 3, being all that certain, &c. (here give description), to the said Matthew Woods, his heirs and assigns forever, on condition that he enter into recognizance with security to be approved by the Court in the sum of ——— dollars, conditioned to secure the payment of the costs and expenses of this proceeding, and to secure unto Harriet Woods, widow of said decedent, her interest in the fund, and also to secure unto the other heirs of said decedent, the payment of the amount which shall be due to them, in the manner and at such times as the Court may decree on the final disposition of the fund, agreeably to the Act of Assembly in that behalf provided.

BY THE COURT.

(41.) *Petition for Order of Sale where Real Estate is not accepted by Heirs. Act March 29, 1832.*

In the Orphans' Court of Blair County.

In the matter of the partition of the real estate of Walter Woods, late of the city of Altoona, county of Blair, deceased.

To the Honorable the Judges of the within-named Court.

The petition of Matthew Woods, a son and heir of said deceased, respectfully represents: That an inquest, ordered by this Court, made return that the real estate of the said deceased could not be divided without prejudice to or spoiling the whole, and valued the same in ——— purparts or lots, and appraised the same at the sum of ——— dollars each (or as may be), which return was confirmed on the ——— day of ——— last; that a rule was granted in this Court on all parties in interest to appear in Court this day to accept or refuse the said real estate at the valuation aforesaid. The petitioner further represents, that due notice of said rule has been given to all the heirs of the said Walter Woods [§], and that they have neglected or refused to take the said real estate at the valuation aforesaid.

He therefore prays the Court that a rule may be granted upon the heirs of said deceased, and parties in interest, to show cause why the said real estate should not be sold (or if heirs agree to order of sale without rule say after [§], "and they have refused to accept said real estate at the valuation aforesaid, and that they join with the petitioner in praying the Court to dispense with any rule to show cause why said real estate should not be sold, and make a decree authorizing and requiring John Jones, administrator, &c., of said decedent, to make public sale of the same at such time and place, and upon such terms as the Court may decree"). And he will, &c.

*Consent of Other Heirs.*

We, the undersigned, being all the heirs of the said Walter Woods, deceased, with the exception of the above petitioner, do join with him in praying the Court that the decree as prayed for in said petition may be made by the Court.

(Append affidavit of truth of petition.)

- (42.) *Petition for Appointment of Trustee to execute Order of Sale, there being no Administrator. Act February 24, 1834.*

To the Honorable, &c.

The petition of Matthew Woods, a son and heir of Walter Woods, late of the city of Altoona, in said county, deceased, respectfully represents: That, upon proceedings had in this Court, in relation to the partition of the real estate of said deceased, an order has this day been directed to issue for the sale thereof, and that there is no administrator of the estate of said deceased. The petitioner therefore prays the Court to appoint some suitable person trustee for the purpose of making such sale. And he will, &c.

(Append affidavit of truth of petition.)

- (43.) *Petition upon Acceptance in Partition for Auditor to ascertain Liens on Shares. Act March 29, 1832.*

To the Honorable, &c.

The petition of Matthew Woods, a son and heir of Walter Woods, late of the city of Altoona, in said county, deceased, respectfully represents: That, upon proceedings had in partition in this Court, in relation to the real estate of said decedent, an inquest returned, that said real estate could not be divided amongst the heirs and legal representatives of said deceased, without prejudice to or spoiling the whole; and that they had valued the same in purparts or lots numbered respectively, &c., and valued as follows, viz. (here set out same): which return was confirmed by this Court on the ——— day of ———, A. D. 18—, and that the petitioner has this day accepted purpart No. 1 at the valuation, whilst the other purparts or lots have been accepted as follows, &c., that, in consequence thereof, the shares or parts of the other heirs of the said Walter Woods, in said real estate have been converted into money. The petitioner therefore prays the Court to appoint a suitable person as auditor to ascertain whether there are any liens or encumbrances on said real estate affecting the interest of the parties. And he will, &c.

(Append affidavit of truth of petition.)

- (44.) *Petition for Auditor upon Sale to ascertain Liens on Shares. Act March 29, 1832.*

To the Honorable, &c.

The petition of Matthew Woods, a son and heir of Walter Woods, late of the city of Altoona, in said county, deceased,



respectfully represents: That the real estate of said decedent was, by virtue of an order of this Court, after proceedings had in partition, sold to John Thomas for the sum of ——— dollars, and said sale, on return thereof, was, on the ——— day of ———, confirmed, that, in consequence of said sale, the shares and parts of the other heirs in said real estate have been converted into money. The petitioner therefore prays the Court to appoint a suitable person as auditor to ascertain whether there are any liens or other encumbrances on said real estate affecting the interests of the parties. And he will, &c.

(Append affidavit of truth of petition.)

(45.) *Petition for Order for Payment of Owelty. Act April 6, 1844.*

To the Honorable, &c.

The petition of Matthew Woods, a son and heir of Walter Woods, late of, &c., respectfully represents: That such proceedings were had in relation to the partition of the real estate of the said deceased, that, on the ——— day of ——— last, purpart or lot No. 2 of said real estate was ordered to your petitioner and accepted by him at the sum of ——— dollars, and purpart or lot No. 1 of said real estate was ordered to and accepted by Samuel Woods, another son of the decedent, at the sum of ——— dollars, and the Court awarded that the said purpart or lot No. 1 should be subject to the payment to the petitioner of the sum of ——— dollars so as to equalize the purparts of the said Samuel Woods and the petitioner. That the said Samuel Woods does not reside in this Commonwealth, but resides in the State of Alabama, and that he has neglected to pay the said owelty so charged as aforesaid. The petitioner, being therefore lawfully interested in the same, prays the Court to order a rule upon the said Samuel Woods requiring the payment of said owelty, at such time and upon such terms and conditions as the Court shall direct, and if upon return of said rule and proof of service thereof, according to the order of the Court, the said Samuel Woods shall refuse or neglect to comply with the same, that the Court will enforce the said rule by ordering the sale of said purpart or lot No. 1 so as aforesaid ordered to the said Samuel Woods, for the purpose of paying said owelty, as in other cases of sales under the Act of Assembly of March 29, A. D. 1832. And he will, &c.

(Append affidavit of truth of petition.)

(46.) *Order of Sale. Acts March 29, 1832; April 25, 1850.*

In the Orphans' Court of Blair County.

In the matter of the estate of Walter Woods, late of the city of Altoona, said county, deceased.

Now, ———, 18—, on due proof of service of rule according to the order of the Court to all the heirs and parties interested in the real estate of said deceased, to appear and accept or refuse said real estate at the valuation thereof, or show cause why the same should not be sold; and all said heirs having neglected or refused to take and accept the same, or show cause as aforesaid, the Court order and decree that the same be sold by ———, administrator, &c., of said deceased, he having first given bond to the Commonwealth in the sum of ——— dollars, with sureties to be approved by the Court, conditioned for the faithful application of the proceeds of said real estate, according to law, to expose the said real estate to sale on the premises, on the ——— day of ———, A. D. 18—, on the following terms, to wit (as the same may be).

And it is further ordered and decreed, that the share of the widow of said decedent shall remain in the hands of the purchaser, during her natural life the interest thereof to be paid her annually and regularly by the purchaser, his heirs and assigns holding the premises, to be recovered by distress or otherwise, as rents are recoverable in this Commonwealth, and at her decease her said share shall be paid to the persons legally entitled thereto.

BY THE COURT.

## PARTNERSHIPS.

A **PARTNERSHIP** is an agreement voluntarily entered into by two or more persons, to unite their capital, labor, and skill, or either of them, in the advancement and protection of any legitimate trade or of any lawful purpose, dividing proportionably among themselves the profit or loss arising therefrom.

A special copartnership is where the joint interest extends only to a particular concern.

A general copartnership is one formed for trade or business generally without limitation.

Copartnership associations are divided into different classes, distinguished by their objects and the extent of the liability of each partner.

In Pennsylvania besides associating themselves together as general partners, and thus becoming individually liable for the indebtedness of the firm, individuals may combine for the purpose of trade (apart from the organization of a corporation) under

and by virtue of the provisions of certain Acts of Assembly and their supplements, viz:—

1. By the formation of a special partnership by virtue of the provisions of Act March 21, 1836, known as Limited Partnership, but since the Act of June 2, 1874, more properly designated Special Partnerships, whereby the liability of the general partner is unlimited, while the liability of the special partner is confined to the capital contributed.

2. By forming a Limited Partnership Association under the provisions of the Act of June 2, 1874, whereby the liability of the partners is confined to the amount severally contributed.

Following will be found forms under both of said Acts, as also general forms. For the laws pertaining to the formation of the partnerships above mentioned reference may be had to the several Acts of Assembly above named.

(1.) *Agreement of Copartnership.*

This agreement, made and concluded this —— day of ——, A. D. one thousand eight hundred and ——, between J. J., of ——, of the one part, and W. B., of ——, of the other part. The said parties have agreed, and by these presents do agree, to associate themselves in the art and trade of buying, selling, vending, and retailing all sorts of wares, goods, and commodities belonging to the trade or business of merchandising; which said copartnership shall continue from the date of these presents for and during and until the full end and term of —— years next ensuing.

And to that end and purpose, he, the said J. J., hath, the day of the date of these presents, delivered in, as stock, the sum of —— dollars; and the said W. B. has likewise so delivered the sum of —— dollars, both of said sums to be used, laid out, and employed in common between the parties to this agreement, for the management of the business aforesaid, and to their general advantage.

And it is hereby mutually agreed between the said parties in manner following, viz:—

That they shall not and will not, at any time hereafter, exercise or follow the said trade or any other, during the said term, to their private benefit or advantage, but shall and will from time to time, and at all times during the said term (if they shall so long live) do their best endeavors, to the utmost of their skill and ability, for their mutual advantage, with the stock as aforesaid, and the increase thereof.

And also that they shall and will, during the said term, discharge equally between them the rent of the premises which they shall rent or hire for the managing of the trade or business aforesaid.

And that all such profit, gain, and increase as shall arise by

reason of the said joint business shall be equally and proportionably divided between them, share and share alike. And also all losses that shall happen in the said business, by bad debts, bad commodities, or otherwise, shall be paid and borne equally between them.

And it is further agreed, that there shall be kept, during the said term and joint business, perfect, just, and true books of accounts, wherein each of the said copartners shall enter and set down, as well all the money by him received and expended in and about the said business, as also all commodities and merchandise by them bought and sold by reason and on account of the said copartnership, and all other matters and things in anywise belonging or appertaining thereto, so that either of them may at any time have free access thereto.

And further, that the said copartners once in every ——— months, or oftener, if thereunto required by either partner, shall make and render each to the other, or to the executors and administrators of each other, a true and perfect account of all profits and increase by them made, and of all losses sustained; and also of all payments, receipts, disbursements, and all other things whatsoever by them made, received, and disbursed, acted, done, and suffered in the said copartnership; and the account so made, shall and will clear, adjust, pay, and deliver, each unto the other, at the time of making such account, their equal shares of the profit so made as aforesaid.

And at the end of the said term of ——— years, or other sooner determination of these presents (be it by the death of one of the said parties or otherwise), they, the said copartners, each to the other, or, in case of the death of either of them, the surviving party to the executors or administrators of the party deceased, shall and will make a true and final account of all things as aforesaid, and in all things well and truly adjust the same; and also, that upon making such account, all and every the stock, as well as the gain and increase thereof, which shall appear to be remaining, shall be equally parted and divided between them, the said copartners, their executors or administrators, share and share alike.

In witness whereof, the said parties to these presents have hereunto set their hands and seals, the day and year first above written.

Signed, sealed, and delivered  
in presence of  
K. M.,  
S. T.

J. J., [SEAL.]  
W. B. [SEAL.]

(2.) *Agreement by one Partner to relinquish his Interest to the others.*

This agreement, made and concluded the ——— day of ———, A. D. 18—, between A. B., of ———, of the one part, and C. D. and E. F., of the same place, of the other part, witnesseth: That, whereas, the said A. B., C. D., and E. F., have heretofore dwelt together as copartners, and by their joint trading, many goods, wares, and debts, are due unto them, wherein every of them hath an interest, and likewise the said parties are become indebted to divers other persons concerning the said joint trading. Now the said A. B., in consideration of the sum of ——— dollars, paid by the said C. D. and E. F., the receipt whereof the said A. B. doth hereby acknowledge, doth consent to sever himself from the said joint trading and copartnership with the said C. D. and E. F., and doth hereby grant, assign, and transfer unto the said C. D. and E. F., all the right, property, and interest whatsoever, which he, the said A. B., hath, or should have, in and to all and singular, the goods, wares, merchandise, and debts, mentioned in and by the balance of an account hereto annexed.

And the said A. B., for himself, doth covenant with the said C. D. and E. F. that the said account is just and true, and that the said A. B. hath not received or discharged, and that he shall not receive or discharge, any of the goods or debts mentioned in the said account, or do any act to hinder the said C. D. and E. F. from receiving the same; but will permit the said C. D. and E. F. to recover and receive the same to their own use, without any account to be rendered therefor to the said A. B., and that the said A. B., upon request, will do any reasonable act which may be necessary or convenient to assist the said C. D. and E. F. to recover and receive the same.

And the said C. D. and E. F., for themselves, do covenant that they will, at all times hereafter, pay and satisfy all the creditors to whom the said A. B. standeth chargeable or indebted, for and concerning all the affairs and dealings of the said firm mentioned, and will at all times hereafter indemnify and save harmless the said A. B., his heirs, executors, and administrators, from all the debts and liabilities, and every of them of the said firm.

In witness whereof, the said parties have hereunto set their hands and seals, the day and year aforesaid.

Executed and delivered  
in presence of  
G. H.,  
I. J.

}

A. B., [SEAL.]  
C. D., [SEAL.]  
E. F. [SEAL.]

(3.) *Agreement of Copartnership between two Merchants, one of whom has been conducting business alone.*

Articles of agreement, made and concluded the —— day of ——, A. D. 18——, between A. B., of ——, of the one part, and C. D., of ——, of the other part. The said A. B. heretofore trading in the business of ——, in —— aforesaid, has agreed, and by these presents doth agree, with the said C. D., to associate as copartners under the firm name of ——, for the prosecution of the aforesaid business of ——, upon the following terms and conditions, to wit:—

The said copartnership shall continue from the date of these presents, for and during the full term of —— years, unless dissolved before the expiration of said term by the mutual consent of the parties thereto, or by the death of one of the copartners.

The said A. B. has, on the day of the date of these presents, delivered to the aforesaid firm of ——, merchandise at an appraised valuation of —— dollars, mutually agreed upon by the parties to this agreement, the receipt of which is hereby acknowledged.

The said A. B. shall not be at liberty to draw from the funds in the hands of the aforesaid firm of ——, for his private use, a sum greater in amount than —— dollars, in any period of one year, counting from the date of this agreement, while said copartnership shall last. And the said C. D. shall not be at liberty to draw from the funds in the hands of the aforesaid firm of ——, for his private use, more than —— dollars in any period of one year, counting from the date of this agreement, while said copartnership shall last.

That neither of the aforesaid copartners shall, at any time during the continuance of said copartnership, exercise or follow the said business of ——, or any other business, to his private benefit and advantage; but each of said copartners shall and will, at all times during the continuance of said copartnership, use his best endeavors to the utmost of his skill and ability, for the benefit of the said firm. Nor shall either of said copartners, during the continuance of this copartnership, without the consent of his copartner, enter into any deed, covenant, bond, or judgment, or become bound as bail or surety, or give any note, or accept or endorse any bill of exchange, for himself and his copartner, with or from any person

or persons whatsoever, without the consent of his copartner being first obtained.

In the event of any disagreement between the said copartners, it is hereby agreed that the subjects of disagreement shall be submitted to the arbitration of two disinterested men, one to be selected by each of the two parties to this agreement; and in the event of said arbitrators not agreeing as to an award, they mutually select a third arbitrator. And the award of a majority of such arbitrators shall be final and binding upon the parties to this agreement.

Whenever the aforesaid copartnership shall be dissolved, whether by the expiration of the term hereinbefore mentioned, or otherwise, the surplus and assets of the firm, after the payment of all just debts of said firm, shall be applied first to the repayment to the said A. B., of the before mentioned capital of ——— dollars contributed by him, together with the interest thereon; and the remainder of the assets shall be apportioned among the parties to this agreement as follows, viz. (as case may be), of said remainder to the said A. B., and (as the case may be) thereof to the said C. D.

That in the event of the dissolution of the aforesaid copartnership by the death of either of the said copartners, the survivor shall proceed, with all proper dispatch, with the settlement of the affairs of the firm; and should any disagreement arise between said surviving copartner and the executors or administrators of the deceased copartner, the matter in dispute shall be referred for adjustment to two disinterested men, one to be chosen by the surviving copartner, and the other by the executors or administrators of the deceased copartner; and, in the event of said arbitrators not agreeing to an award, they mutually to select a third arbitrator; and the award of a majority of said arbitrators shall be final and binding upon the surviving copartner, and upon the heirs, executors, and administrators of the deceased copartner.

In witness whereof, the said parties to these presents have hereunto set their hands and seals the day and year aforesaid.

#### *(4.) Agreement of Copartnership between Attorneys.*

This agreement, made and concluded this first day of September, A. D. one thousand eight hundred and eighty-four, between Henry Bartley, attorney-at-law, of the city of Altoona, county of Blair, and State of Pennsylvania, of the first part, and Edwin Hammers, attorney-at-law, of the same place, of the second part.

And the said Henry Bartly and Edwin Hammers have agreed, and by these presents do agree to become copartners and associate themselves together in the practice of the business and profession of the law, which said copartnership it is agreed shall continue from the date of these presents for and during and until the full end and term of five years, unless sooner dissolved by mutual consent or by the death of either partner. And it is hereby agreed between the said parties and the said copartners each for himself respectively, and for his own particular part, in manner and form following, that is to say :

That they, the said copartners, shall and will from time to time, and at all times during the said term, do their and each of their best and utmost endeavors to promote the interests, profit, benefit, and advantage of the said partnership, and to increase the business in all directions of the same, each without any sinister intention or fraudulent endeavors as to the other whatsoever. And also that neither of the said copartners shall or will, during the said term, follow, conduct, or be interested, directly or indirectly, in any calling, business, venture, or pursuit whatsoever, to his private benefit or advantage without the written consent of the other first had and obtained.

That there shall be kept at all times during said term certain books of accounts, open always to the inspection of both parties, one of which shall be known as the "Cash-book," and in which the daily receipts of the firm shall be entered each day, whether the same be commissions upon collection, payments made by clients in full or on account of fees, retainers, or from any other source, and in which the partners receiving the same shall be charged therewith; and there shall also be kept an "Expense book," in which in like manner shall be entered accounts of all moneys paid out to the use of the firm or the management of its business, as for rent, light, fuel, stationery, travelling, or any other expenses whatsoever, and in which the partner so paying the same shall be credited therewith.

That once in every six months or oftener if thereunto required by either partner the said copartners shall make, yield, and render, each to the other, a true, just, and perfect account of all profits, increase, and receipts of the said firm from the business thereof as well as of all payments and disbursements made in connection with the copartner business, and an account then state and settle between



them, and any balance found due to either partner the other will clear, adjust, and pay, and receipts in full will exchange.

That all gain, profit, and increase that shall grow or arise from the prosecution of the business aforesaid shall be divided between the said copartners, share and share alike (or in such proportion as shall be agreed upon), and all expenses arising as aforesaid shall be divided between them in the same proportion.

That any office furniture, books, &c., now the property of either of the said parties, shall continue to be owned by such party, but shall be for the common use of the copartnership, and for which use no charge shall be made; and any office furniture, books, &c., it shall be mutually agreed is necessary to purchase and obtain for the use of the copartnership business, shall be paid for by the firm, in proportion as provided above for other expenses, and shall become copartnership property. (Here add any other conditions and provisions.)

And it is finally agreed that at the end of the term aforesaid, or if sooner determined mutually, or by the death of either partner, they, the said copartners, each to the other, or in case of the death of either of them, the survivor to the executors or administrators of the party deceased, shall and will make a just, true, and final account of all things, and divide the profits and expenses as in manner aforesaid agreed upon, and otherwise justly, truly, and equitably adjust, settle and fix all partnership business.

In testimony whereof, the said parties to this agreement have hereunto set their hands and seals, the day and year first above written.

Signed, sealed, and executed  
in presence of  
JOHN DOE,  
RICHARD ROE.

HENRY BARTLEY, [SEAL.]  
EDWIN HAMMERS. [SEAL.]

(5.) *Agreement to continue Partnership endorsed on the old Articles.*

We, the within named A. B. and C. D., do by these presents endorsed, declare and mutually covenant and agree, unto and with each other, to continue the partnership within mentioned for the term of ——— years, if both of us shall so long live, to be accounted for from the expiration of the ——— years within limited for the continuance of the same, under and subject to the several covenants and agreements within expressed and contained.

In witness whereof, we have hereunto set our hands and seals,  
the \_\_\_\_\_ day of \_\_\_\_\_, A. D. one thousand eight hundred and \_\_\_\_\_.

Signed, sealed, and delivered }  
in presence of }  
P. B., }  
J. S. }

A. B., [SEAL.]

C. D. [SEAL.]

(6.) *Public Notice of a Dissolution of Partnership; one Partner retiring and Business continued by remaining Partner.*

Notice is hereby given, that the partnership between A. B., C. D., and E. F. was dissolved on the \_\_\_\_\_ day of \_\_\_\_\_, so far as relates to the said E. F. All debts due to the said partnership are to be paid, and those due from the same discharged, at \_\_\_\_\_, where the business will be continued by the said A. B. and C. D., under the firm of B. and D. (or varied to suit circumstances).

A. B.,

C. D.,

E. F.

(7.) *Public Notice of Dissolution of Partnership.*

Notice is hereby given, that the partnership lately subsisting between A. B. and C. D., of \_\_\_\_\_, under the firm of B. & D., expired on the \_\_\_\_\_ day of \_\_\_\_\_ (or was dissolved, on the \_\_\_\_\_ day of \_\_\_\_\_, by mutual consent, or according to circumstances). All debts owing to said partnership are to be received by said A. B., and all demands on the said partnership are to be presented to him for payment (or A. B. is authorized to settle all debts due to and owing by the company).

A. B.,

C. D.

SPECIAL COVENANTS AND CLAUSES IN PARTNERSHIP CONTRACTS.

(8.) *Neither Party to assign his Interest.*

And it is agreed between the said parties that neither of them shall, without the consent of the other obtained in writing, sell or assign his share or interest in the said joint trade to any person or persons whatsoever.

(9.) *Not to trust any one against the wishes of a Copartner.*

And that neither of the said parties shall sell on credit any goods or merchandise belonging to the said joint trade, to any person or persons, after notice in writing from the other of the said parties that such person or persons are not to be credited or trusted.

(10.) *That the opinion of the majority of the partners shall be binding.*

That in all matters respecting the general transactions of the partnership and the management of the business, the expressed wish and opinion of the majority of the parties to this agreement shall govern and be binding on the whole of said parties.

(11.) *Not to be Bound or Endorse Bills.*

And that neither of the said parties shall, during this copartnership, without the consent of the other, enter into any deed, covenant, bond, or judgment, or become bound as bail or surety, or give any note, or accept or endorse any bill of exchange, for himself and partner, with or for any person whatsoever, without the consent of the other first had and obtained.

(12.) *Parties to draw quarterly.*

And that it shall be lawful for each of them to take out of the cash of the joint stock, the sum of ——— dollars quarterly, to his own use, the same to be charged on account. And neither of them shall take any further sum for his own separate use without the consent of the other in writing; and any such further sum, taken with such consent, shall draw interest at the rate of six per cent., and shall be payable, together with the interest due, within ——— days after notice in writing given by the other of the said parties.

## LIMITED (OR SPECIAL) PARTNERSHIP.

(13.) *Certificate of Limited (or Special) Partnership.*

*Act March 21, 1836.*

This is to certify to all to whom these presents shall come, that we, whose names are hereto subscribed, to wit, A. B., C. D., and E. F., of ———, have entered into a limited partnership for the business of (here set out the purposes of the same), within the State of Pennsylvania, under and by virtue of an Act of Assembly of

the said Commonwealth approved March 21, A. D. 1836, entitled "An Act relative to Limited Partnerships," and the supplements thereto, upon the terms, conditions, and liabilities hereinafter set forth, to wit:

The said partnership is to be conducted under the name or firm of B. & D.

The general nature of the business intended to be transacted by the said firm or partnership is (here state the same).

The general partners in the said firm are A. B. and C. D., and the special partner is E. F., all residing in, &c. (or as may be).

The said special partner has contributed to the common stock of the said firm the sum of ——— dollars.

The said partnership is to commence immediately at and after the making and signing of this certificate, and is to terminate on the ——— day of ———, in the year of our Lord one thousand eight hundred and ———.

Made and severally signed by the said partners at, &c., this ——— day of ———, in the year of our Lord one thousand eight hundred and ———.

A. B.,  
C. D.,  
E. F.

(14.) *Acknowledgment of Certificate of Limited Partnership.*  
*Act March 21, 1836.*

Blair County, ss.

Before me, the subscriber, a Justice of the Peace in and for the said county, personally appeared the above-named A. B., C. D., and E. F., who severally, in due form of law, acknowledged the foregoing certificate as and for their and each of their act and deed, to the end that the same might as such be recorded.

Witness my hand and seal, this ——— day of ———, A. D. 18—.

G. H.,  
Justice of the Peace.

(15.) *Affidavit of one of the General Partners.*  
*Act March 21, 1836.*

Blair County, ss.

Before me, the subscriber, a Justice of the Peace in and for the said county, personally appeared A. B., aforementioned, one of the general partners in the firm of B. & D., referred to in the preceding

certificate, and being duly sworn, did depose and say, that the sum specified in the said certificate to have been contributed by the special partner therein named, to the common stock, to wit, ——— dollars by the said E. F., has been so contributed, and actually, and in good faith paid in cash.

A. B.

Sworn and subscribed to before me, this ——— day of ———, A. D. 18—.

G. H., [SEAL.]

Justice of the Peace.

(16.) *Advertisement of Limited Partnership. Act March 21, 1836.*

Notice is hereby given, that we, the subscribers, have this day entered into a limited partnership, agreeably to the provisions of the Act of Assembly of the Commonwealth of Pennsylvania, passed March 21, 1836, entitled "An Act relative to limited partnerships," and do hereby certify that the name of the firm under which said partnership is to be conducted is B. & D.; that the general nature of the business to be transacted is, &c., and the same will be transacted in, &c.; that the names of the general partners of said firm are A. B. and C. D., and the special partner is E. F., all of, &c.; that the capital contributed by the said E. F., special partner, is ——— dollars, in cash; that the period at which the said partnership is to commence is the ——— day of ———, one thousand eight hundred and ———, and that it will terminate on the ——— day of ———, one thousand eight hundred and ———.

A. B.,

C. D.,

General Partners.

E. F.,

Special Partner.

(17.) *Affidavit of Publication of the Terms of Partnership.*  
*Act March 21, 1836.*

Blair County, ss.

Before me, the subscriber, a Justice of the Peace in and for said county, personally appeared K. L., publisher of the ———, a newspaper, printed, and of general circulation in the county of Blair, who being duly sworn, did depose and say that the preceding advertisement of the terms of the limited partnership between the persons therein named, had been published in the said ——— for

the term of six weeks, next and immediately after the day of the registry of the certificate.

K. L.

Sworn and subscribed to before me, this \_\_\_\_\_ day of \_\_\_\_\_,  
A. D. 18—.

G. H.,

Justice of the Peace.

Recorded in the office for recording \_\_\_\_\_ in and for the county of Blair, in \_\_\_\_\_ book \_\_\_\_\_, page \_\_\_\_\_.

Witness my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_,  
A. D. 18—.

JAMES S. PLUMMER,

[SEAL.]

Recorder.

### LIMITED PARTNERSHIP ASSOCIATIONS.

(Act June 2, 1874.)

#### (18.) *Articles of Limited Partnership Association; Cash Capital.*

Be it known, that we, A. B., C. D., and E. F., &c., the subscribers hereto, desiring to form a partnership association for the purpose of (here state object of the association), under and by virtue of an Act of Assembly approved June 2, 1874, entitled "An Act authorizing the formation of partnership associations, in which the capital subscribed shall alone be responsible for the debts of the association, except under certain circumstances," and the supplements thereto, do hereby certify and declare.

The full names of the subscribers are—

A. B., C. D., E. F., &c.

The amount of capital subscribed for by each is—

Name.	Amount.
A. B. . . . .	_____ dollars.
C. D. . . . .	_____ dollars.
E. F. . . . .	_____ dollars.

The total amount of capital is \_\_\_\_\_ dollars (if the interests are represented by stock, add "divided into shares of stock of the par value of \_\_\_\_\_ dollars"), whereof \_\_\_\_\_ dollars has been paid into the said association, and the balance is to be paid when and as desired by the said association.

The character of the business to be conducted is (here set out the same); and the location of said business is (here give place of location of same).

The name of the said association is "\_\_\_\_\_, Limited."

The contemplated duration of the said association is —— years from the —— day of ——, A. D. 18—, unless sooner dissolved by a vote of the majority in number and value of interests of the members.

The officers of the said association, selected in conformity with the provisions of the aforesaid Act of Assembly, are as follows, viz: The managers of the said association are A. B., C. D., and E. F., of whom A. B. is Chairman, and C. D. is Treasurer and Secretary.

Witness our hands and seals, this —— day of ——, A. D. 18—.

A. B., [SEAL.]

C. D., [SEAL.]

E. F. [SEAL.]

Blair County, ss.

Be it remembered, that, on this —— day of ——, A. D. 18—, before me, the subscriber, a Notary Public in and for said county, personally appeared the above-named subscribers, and acknowledged the foregoing to be their and each of their act and deed, and desired the same might be recorded as such.

Witness my hand and official seal, this —— day of ——, A. D. 18—.

G. H.

[SEAL.]

Recorded in the office for recording —— in and for the county of Blair, in —— book ——, page ——.

Witness my hand and official seal, this —— day of ——, A. D. 18—.

J. S. PLUMMER,

[SEAL.]

Recorder.

(19.) *Articles of Limited Partnership Association; Capital contributed in Cash and Real and Personal Property.*

Be it known, that we, A. B., C. D., E. F., &c., the subscribers hereto desiring to form a partnership association for the purpose of (here state the object of the association), under and by virtue of an Act of Assembly approved June 2, A. D. 1874, entitled "An Act authorizing the formation of partnership associations in which the capital subscribed shall alone be responsible for the debts of the association, except under certain circumstances," and the supplements thereto, do hereby certify and declare.

The full names of the subscribers are A. B., C. D., E. F., &c.

The amount of capital subscribed for by each are as follows:—

A. B. . . . . ——— dollars.

Whereof he subscribed ——— dollars in cash, and ——— dollars in real and personal property (or as may be), as fully described in the schedule hereto annexed.

C. D. . . . . ——— dollars.

E. F. . . . . ——— dollars.

The whole whereof is subscribed in real estate (or as may be), fully described in the schedule hereto annexed.

The total amount of capital subscribed is ——— dollars, of which ——— dollars is subscribed in cash, whereof ——— dollars has been fully paid in, and the balance thereof to be paid when required by the said association (or which has all been fully paid into said association, and of which ——— dollars has been paid in cash, and ——— dollars has been paid in real and personal property, as recited in the foregoing article and the schedule hereto annexed), and the respective rights, interest, and shares of the aforesaid members in and to the said association, and the capital and profits to be derived therefrom are as follows:—

A. B. ———.

C. D. ———.

E. F. ———.

The character of the business to be conducted by the said association is (here set out same); and the location of the said business is in, &c. (here give location of same).

The name of the said corporation is “———, Limited.”

The contemplated duration of said association is ——— years from the date hereof, unless sooner dissolved by a vote of the majority in number and value of interests of the members.

The officers of the said association, selected in conformity with the provisions of the aforesaid Act of Assembly, are as follows, viz: The managers of the said association are A. B., C. D., and E. F., of whom A. B. is Chairman, C. D. is Treasurer, and E. F. is Secretary.

Schedule of the real and personal property contributed by A. B. and E. F. as part of the capital of the said association:—

A. B., real estate as follows (here describe same), which said real estate is appraised and valued at ——— dollars over and above all incumbrances thereon.

Personal property as follows (here designate the same and value each article specifically).

E. F., real estate as follows, &c. (as in case of A. B.).



And the aforesaid valuation and appraisement of both real and personal property, so contributed as part of the capital of the said association, is hereby approved by all the members of the association aforesaid, in accordance with the statute in such case made and provided.

Witness our hands and seals, this ——— day of ———, A. D. 18—.

A. B., [SEAL.]

C. D., [SEAL.]

E. F. [SEAL.]

(Append acknowledgment as in Form No. 1.)

NOTE.—The members composing limited (or special) partnerships and limited partnership associations are privileged by the law to adopt such by-laws, provisions or agreements, *inter se*, as the majority of the members thereof may deem proper, provided they do not contravene the Constitution and laws of the Commonwealth, the law of their being, or any of the principles of public policy.

(20.) *Certificate of Partnership. Act April 14, 1851.*

In the Court of Common Pleas of Blair County.

This is to certify, that a partnership has been formed between A. B., C. D., and E. F., all of the city of Altoona, county aforesaid, to carry on the business of ——— in said city of Altoona, under the name, style, and firm of A. B. & Company; and they hereby require the Prothonotary of the said Court to enter and file the same of record, in pursuance to the provisions of the Act of Assembly of April 14, 1851.

A. B.,

C. D.,

E. F.

## PETITIONS.

A PETITION is a formal request or supplication from the persons signing the same, addressed to some person or body for the grant of some favor or the redress of some wrong. The paper itself is also called a petition.

(1.) *Petition to the Governor of a State.*

To his Excellency, Robert T. Pattison, Governor of the Commonwealth of Pennsylvania.

The petition of the undersigned, citizens of, &c., respectfully represents (here state the subject-matter petitioned for).

And your petitioners, as in duty bound, will ever pray, &c.

(2.) *To the Legislature of Pennsylvania.*

To the Honorable the Senate and House of Representatives of the Commonwealth of Pennsylvania, in General Assembly met.

The petition, &c. (as in Form No. 1).

(3.) *To the Congress of the United States.*

To the Honorable the Senate and House of Representatives of the United States of America, in Congress assembled.

The petition, &c. (as in Form No. 1).

(4.) *For Deed for Property sold by a former Sheriff.*

*Act June 16, 1836.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The petition of Harrison Waxram, of the township of Woodbury, in said county, respectfully represents: That, by virtue of a writ of ——— (as may be the case), issuing out of this Court to No. —, ——— Term, 18—, G. Thomas Bell, Esq., then sheriff of said county, sold to your petitioner all that certain, &c. (here describe the premises) for the sum of ——— dollars; that before a deed for the same was executed, the said G. Thomas Bell died (or as may be).

The petitioner, having complied with the conditions of sale, is desirous of having his title to the premises above described perfected. He therefore prays your Honors to order and direct George Fay, Esq., the present Sheriff of said county, to execute to him a deed for the premises, so as aforesaid purchased by him, as is provided by Act of Assembly in that behalf. And he will, &c.

(5.) *For the Satisfaction of a Mortgage. Act March 31, 1823.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

The petition of Aaron Young of, &c., respectfully represents: That, on the ——— day of ———, A. D. 18—, a certain mortgage was executed and delivered by him to William Ambler, on a message and tract of land, situate, &c., to secure the payment of a certain bond or writing obligatory, dated the day and year aforesaid, in the penalty of one thousand dollars, condition for the payment, in two years from the date aforesaid, of five hundred dollars,

with legal interest thereon, which said mortgage is recorded in the office for the recording of deeds, &c., in Blair County, in Mortgage-book Q, page 700, &c. [\*].

The petition further represents, that he has paid all the money due on said mortgage, principal and interest, and that the mortgagee above named is still the legal holder thereof, who has neglected to satisfy the same. He therefore prays that notice of these facts may be given to the said William Ambler, requiring him to appear at a time to be fixed by the Court, and answer this petition, and in case proof shall be made, that the amount of said mortgage and the interest thereon has been paid as aforesaid, that the Court will order satisfaction to be entered on the record of the same, and that such other orders may be made in the premises as required by Act of Assembly in that behalf. And he will, &c.

(6.) *To pay amount of Mortgage into Court. Act April 3, 1851.*

To the Honorable the Judges of the Court of Common Pleas of Blair County.

(Commence and proceed as in Form No. 5 to [\*]).

That the petitioner claims that the said mortgage should be satisfied by the said William Ambler, it no longer being a valid claim against him, for the reason that the same was given for the purpose of indemnifying the said William Ambler, who became surety for the petitioner upon his bond as administrator of Job Thompson, late of said county, deceased, and as such administrator the petitioner's accounts have been confirmed by the Orphans' Court of Blair County, and he has been discharged (or as may be the case); notwithstanding which facts the said William Ambler claims the entire amount of said mortgage as being due to him.

The petitioner therefore prays that he be allowed to pay the said sum of one thousand dollars, with its interest, into Court, and that thereupon the Court will order and decree a satisfaction of said mortgage, and further, will proceed to hear and determine the objections to the payment of any part of said money in Court, as to right and justice may belong, and decree according. And he will, &c.

(7.) *For the Cancellation of a Forged Mortgage. Act March 27, 1862:*

To the Honorable the Judges of the Court of Common Pleas of, &c.

The petition of Alexander Small, of, &c., respectfully represents: That there is now of record in the office of the Recorder of Deeds,

&c., in and for said county, in Mortgage-Book, &c., page, &c., a certain mortgage dated the ——— day of ———, A. D. 18—, made and executed to Adam Stahl, of said county, on a certain tract or piece of land, situate, &c., being in amount for five thousand dollars, and given to secure the payment of a bond therein mentioned, and bearing even date therewith, in the penal sum of three thousand dollars conditioned for the payment of fifteen hundred dollars with legal interest on the ——— day of ———, A. D. 18—. That the tract of land in said mortgage mentioned and described belongs to the petitioner, and that the signature, "Alexander Small," attached to said mortgage is a forgery.

The petitioner therefore prays that a notice may be directed to the said Adam Stahl in manner provided by Act of Assembly in that behalf to appear in this Court at the next term thereof to answer this petition, and that upon due proof being made that said signature is forgery, the Court will decree and direct that said mortgage be cancelled by the Recorder of Deeds of said county upon the payment of costs accrued for and by reason of the proceedings in pursuance hereof. And he will, &c.

(8.) *For the Dismissal of Trustee for Mismanaging, &c.*  
*Act June 14, 1836.*

To the Honorable the Judges of the Court of Common Pleas, &c.

The petition of Henry C. Davis, of, &c., and Ellen his wife, respectfully represents: That, by virtue of a certain deed of trust, made the ——— day of ———, A. D. 18—, sealed with the seal of the said Ellen, a copy of which is hereto attached, the said Ellen did nominate and appoint Elijah Roberts trustee of certain real estate belonging to her, and in the copy of said deed hereto attached as aforesaid particularly described. That the said Elijah Roberts is wasting and mismanaging the estate committed to his care, in that he (here state in what manner, or "is about to remove," or "is neglecting to perform the duties of the trust committed to his care," or "is in failing and insolvent circumstances"). The petitioner therefore prays that a citation may issue in manner as provided by law directed to the said Elijah Roberts, commanding him to appear in said Court at such time as may be appointed for that purpose, and show cause, if any he has, why he should not be dismissed from said trust. And he will, &c.

(9.) *For the appointment of a Trustee Temporarily.*

*Act June 14, 1836.*

To the Honorable the Judges of the Court of Common Pleas, &c.

The petition of Jackson Gangler, of, &c., respectfully represents: That on or about the ——— day of ———, A. D. 18—, William Gangler, late of, &c., died testate, and by whose last will and testament, duly proved before the Register of Wills of said county, on the ——— day of ———, A. D. 18—, he gave and devised to Americus Gormley, and to his heirs, a certain tract or piece of land, situate, &c. (here give short description), in trust, however, for the use of the petitioner (here set out the trust). That the said Americus Gormley is now temporarily absent in South America (or as may be), and the petitioner therefore prays that a trustee may be appointed in the place of the said Americus Gormley, to have, during said period, all the powers necessary for the administration of said trust. And he will, &c.

(10.) *Of Trustee for Discharge from Trust, same having been Executed.*

*Act April 14, 1828.*

To the Honorable the Judges of the Court of Common Pleas, &c.

The petition of John Gorman, of, &c., respectfully represents: That by deed, dated the ——— day of ———, A. D. 18—, Edmund Giles, of, &c., assigned and transferred certain property (here describe same), amounting to five thousand dollars, to the petitioner in trust (here set out the same). The petitioner, therefore, having filed in the office of the Prothonotary of this Court, under oath, his account as trustee aforesaid, exhibiting therein a particular statement of the receipts and expenditures, which said account was, on the ——— day of ——— last, approved by this Court; and that he has in all respects executed the said trust agreeably to his powers, prays that he may be discharged from his trust aforesaid. And he will, &c.

(11.) *For Citation against Trustee to file an Account.*

*June 14, 1836.*

To the Honorable the Judges of the Court of Common Pleas, &c.

The petition of Walter Hummel, of, &c., respectfully represents: That by deed, dated the ——— day of ———, A. D. 18—, Charles Hummel, of, &c., assigned and conveyed certain property (here

describe the same), amounting to one thousand dollars (or "that Charles Hummel, of, &c., died on or about the ——— day of ———, A. D. 18—, having made his last will and testament, duly proved on the ——— day of ——— following, wherein and whereby he gave and bequeathed amongst other things the sum of one thousand dollars"), to Franklin Schnure, in trust for, &c. (here set out the same). That at the time of the commencement of said trust, the said Franklin Schnure resided (or if the trustee be a corporation, say, "the said ———, corporation aforesaid, was situate," or "the principal officers of the corporation aforesaid resided") in this county, and that he (or "that the said corporation") assumed the trust and took possession of the estate aforesaid. That the said trustee has failed to exhibit in this Court any account of the management of said trust estate or funds (or as may be). The petitioner, therefore, showing that he is interested in the trust estate aforesaid, prays that a citation may issue to the said Franklin Schnure (or as may be), trustee aforesaid, requiring him to appear in this Court at such time as may be specified in said citation, and exhibit an account of the management of the said trust estate and funds. And he will, &c.

(12.) *Of a Married Woman for Trustee. Act April 25, 1850.*

To the Honorable the Judges of the Court of Common Pleas, &c.

The petition of Sarah Jane Higgins, wife of Eli Higgins, of, &c., respectfully represents: That she is entitled to the sum of five hundred dollars as a child and heir of George Fox, late of, &c., deceased, out of the estate of the said deceased, now in the hands of Reuben Weiser, administrator, &c., of the said decedent, and that she has no trustee of the same. The petitioner, therefore, showing that at the time of her marriage she was domiciled in Blair County, prays that a trustee may be appointed for said property. And she will, &c.

(13.) *To supply Vacant Trust. Act April 22, 1846.*

To the Honorable the Judges of the Orphans' Court, &c.

The petition of Johnson Jones, of, &c., respectfully represents: That Henry Jones, of the, &c., died on or about the ——— day of ———, A. D. 18—, having made his last will and testament, dated, &c., and duly proved on the ——— day of, &c., wherein and whereby he gave and bequeathed among other things as follows

(here set out such part of the will as shows the trust); that Anson Teigart, trustee in said will named, assumed the duties of the trust aforesaid, and possessed himself of the said trust estate [\*], and that he, on the ——— day of ——— last, removed to the State of Ohio (or “died,” or as may be), whereby a vacancy has been occasioned in said trust.

The petitioner therefore prays that another trustee may be appointed to supply the vacancy occasioned by such removal (or “death,” or as may be). And he will, &c.

(14.) *For Dismissal of Trustee. Act April 7, 1859.*

To the Honorable the Judges of the Orphans’ Court, &c.

(Commence and proceed as in Form No. 13 to [\*]), amounting to two thousand dollars, the income of which he has failed and neglected to pay over as required under the terms of said trust (or as may be). The petitioner, therefore, showing that he is interested in the premises, prays that the said Anson Teigart may be dismissed, and that such other and further order may be made as to the Court may appear necessary and expedient. And he will, &c.

(15.) *Compelling Infant Trustee to Convey. Act July 27, 1842.*

To the Honorable the Judges of the Court of Common Pleas, &c.

The petition of Ruth Armes, of, &c., respectfully represents: That Gideon Armes, of, &c., died on or about, &c., having first made his last will and testament, dated the, &c., and duly proved on the ——— day of, &c., wherein and whereby he gave and devised as follows, viz: “I give and devise to Robert Peters, and to his heirs forever, all that certain, &c. (describing the thing devised) in trust, nevertheless, to and for the use of my daughter, by marriage, Ruth Armes, wife of Samuel Armes, and to her heirs forever, entirely free from the control of her said husband, at whose death I direct the said Robert Peters, his heirs or assigns, to convey the said, &c., to the said Ruth Armes, by deed in fee simple.” That since the probate of said will and the acceptance of the trust aforesaid, the said trustee has died, as has also the said Samuel Armes, the husband of petitioner, and that Peter Peters, the only son and heir of the said Robert Peters, is a minor having for his guardian Judson Clarke.

The petitioner, therefore, showing that, under and by virtue of

the devise aforesaid, she is entitled to a conveyance of said above-described trust estate, prays that an order be made compelling the said Peter Peters, or his guardian Judson Clarke, to make and execute to her such conveyance of said trust estate as in the premises is just and equitable. And she will, &c.

(16.) *To Establish Lines between Townships. Act April 15, 1834.*

To the Honorable the Judges of the Court of Quarter Sessions of, &c.

The petition of the undersigned, inhabitants of the townships of ——— and ——— in said county, respectfully represents: That great uncertainty exists as to the precise location of the line between the townships of ——— and ——— aforesaid, by reason of the obliteration of the artificial monuments between the same, and that the inhabitants of said townships are greatly inconvenienced thereby.

The petitioners therefore pray that the aforesaid line may be established as provided by Act of Assembly in that behalf. And they will, &c.

(17.) *To Alter Line between Townships. Act April 15, 1834.*

To the Honorable the Judges of the Quarter Sessions Court of, &c.

The petition of the undersigned, inhabitants of the townships of ——— and ———, in said county, respectfully represents: That the line as now established between the townships of ——— and ———, in said county, is inconvenient to the inhabitants thereof in that (here set out the inconveniences as they exist), and that their convenience would be greatly promoted by altering the said line as follows, viz: beginning at a point, &c., thence, &c., to a point, &c. (setting out the proposed line).

The petitioners therefore pray that the line between the said townships may be altered in manner as aforesaid. And they will, &c.

(18.) *To Divide a Township. Act April 15, 1834.*

To the Honorable the Judges of the Quarter Sessions Court, &c.

The petition of the undersigned, inhabitants of the township of ———, in said county, respectfully represents: That they labor under great inconvenience by reason of the size of said township (or as may be), and that it will be greatly to their advantage and convenience to divide the said township in manner following, viz: by a



line commencing, &c., thence, &c., to a point, &c. (setting out the proposed line).

The petitioners therefore pray that the said township may be divided in the manner and by the line as aforesaid. And they will, &c.

(19.) *Of Landlord for Writ of Estrepement to Stay Waste.*  
*Act March 29, 1822.*

To the Honorable the Judges of the Court of Common Pleas of, &c.

The petition of William Harrison, of, &c., respectfully represents: That he is seized in his demesne as of fee in and to a certain tract or piece of land situate, &c. (here describe same), which he, on the ——— day of ———, leased to Samuel Jones for the term of two years from the date aforesaid, reserving rent: That said demise has expired, and notice, in accordance with the Act of Assembly in that behalf made, has been given the said Samuel Jones to leave said premises (or “which demise yet continues,” or as may be), and that the said Samuel Jones, being yet in the occupancy and possession of said premises, has threatened to commit (or “has committed”) waste to the freehold by (here state how).

The petitioner therefore prays that the Prothonotary of said Court may be ordered to issue a writ of estrepement to stay waste of said premises. And he will, &c.

(20.) *Of Mortgagee for Writ of Estrepement.* *Act March 29, 1822.*

To the Honorable the Judges of the Court of Common Pleas, &c.

The petition of Hiram Watts, of, &c., respectfully represents: That, on the ——— day of ———, A. D. 18—, Orlanda Hobbs, of, &c., executed and delivered to the petitioner a mortgage on a certain tract or piece of land situate, &c., to secure the payment, in one year from said date, of two thousand dollars with interest thereon, which mortgage yet remains unsatisfied. The petitioner further represents, that the said Orlanda Hobbs, mortgagor aforesaid, is committing waste to the freehold by (here state how); and he therefore prays that the Prothonotary of said Court may be ordered to issue a writ of estrepement to stay waste on the premises aforesaid. And he will, &c.

(21.) *Of Purchaser at Sheriff's Sale for Writ of Estrepement.*  
*Act March 29, 1832.*

To the Honorable, &c. (as in Form above).

That the sheriff of said county, by virtue of a writ of (as may be), issued out of said Court, did expose and sell, on the ——— day of ——— last, a certain tract or piece of land as being the property of Keifer Koontz, the petitioner becoming the purchaser thereof for the sum of two thousand dollars.

The petitioner showing that the said Keifer Koontz is in possession of said premises, and is committing waste to the freehold by (here state how), prays that the Prothonotary of said Court may be directed to issue a writ of estrepement to stay waste on the premises aforesaid. And he will, &c.

(22.) *Of Remainderman for Writ of Estrepement.* *April 10, 1848.*

To the Honorable, &c. (as in Form No. 20).

That the petitioner is the owner in fee of the remainder of a certain tract or piece of land situate, &c., now in the possession of Benson Boggs, who is tenant for life of the same, and that the said Benson Boggs is now committing waste to the freehold by, &c. (as the case may be).

The petitioner herewith producing to the Court proof of service of notice upon said Benson Boggs, five days prior to this application, notifying him to desist from the commission of the waste as aforesaid, prays that the Prothonotary of said Court may be directed to issue a writ of estrepement to stay waste on the said premises. And he will, &c.

(23.) *Of Creditor of Decedent for Writ of Estrepement.*  
*Act April 22, 1850.*

To the Honorable, &c. (as in Form No. 20), respectfully represents:

That, as a creditor of Oliver Grove, late of, &c., deceased, who died seized in his demesne as of fee in and to a certain tract or piece of land, situate, &c., and whose personal estate is not sufficient for the payment of his debts, the petitioner is interested in the real estate above described. That Henry Miller is now in possession of the real estate aforesaid, and is committing waste to the freehold by, &c. (stating how), and that in consequence thereof the claim of the creditors of the decedent will be endangered, and their collection defeated in whole or in part.

The petitioner therefore prays that the Prothonotary of said Court may be ordered to issue a writ of estrepement to stay waste on the aforesaid premises. And he will, &c.

(24.) *For Adoption of Child without Parents.*

To the Honorable the Judges of the Court of Common Pleas of, &c.

The petition of Orem Root, of said county, respectfully represents: That he is desirous of adopting as one of his heirs Eva Thompson, a child of John Thompson and Sarah his wife, late of said county, now deceased, and that he will perform all the duties of a parent to the said child. He further represents, that the consent of Levi Thompson, the uncle of the said Eva and next friend (or as may be, under the Act of Assembly), to such adoption is evidenced by his joining in this petition. Your petitioner therefore prays the Court to decree that the said Eva Thompson may assume the name of the petitioner, viz: Eva Root, and have and enjoy all the rights of a child and heir of the petitioner, and be subject to the duties of a child. And he will, &c.

(25.) *For Adoption of Child, Parents Joining.*

To the Honorable the Judges of the Court of Common Pleas of, &c.

The petition of Orem Root, of said county, respectfully represents: That he is adopting as one of his heirs Eva Thompson, a child of John Thompson and Sarah his wife, of said county (or of John Thompson, or Sarah Thompson, the surviving parent of the said Eva), and that he will perform all the duties of a parent to the said child. He further represents that the consent of the said parents (or surviving parent) to such adoption is evidenced by their (or his, or her) joining in this petition.

Your petitioner therefore prays the Court to decree that the said Eva Thompson may assume the name of the petitioner, viz: Eva Root, and have and enjoy all the rights of a child and heir of the petitioner, and be subject to the duties of a child. And he will, &c.

(26.) *To Appeal from Award without paying Costs.*

*Act June 16, 1836.*

To the Honorable the Judges of the Court of Common Pleas of, &c.

The petition of Amos Smith, of, &c., respectfully represents: That he is defendant in a certain action pending in said Court to

No. —, ——— Term, A. D. 18—, and in which John Smith is plaintiff. That such proceedings were had therein, that, on the ——— day of ——— last past, arbitrators, under a rule of reference taken out in said case, awarded to the said plaintiff five hundred dollars, from which said award the petitioner is desirous of appealing, but that by reason of poverty he is unable to pay the costs of the said suit.

The petitioner further showing that it is not for the purpose of delay that he desires to enter said appeal, but because he firmly believes injustice has been done, prays that an order may be made that his appeal shall be good, although the costs of said case shall not be paid as aforesaid. And he will, &c.

(27.) *For Discovery of the Effects of a Corporation.*  
*Act April 14, 1828.*

To the Honorable the Judges of the Court of Common Pleas of, &c.

The petition of Henry Harris respectfully represents: That he is the plaintiff in a certain action now pending in said Court to No. —, ——— Term, A. D. 18—, and that the, &c. (naming corporation), are defendants. That such proceedings were had therein that judgment was entered in favor of the petitioner, on the ——— day of ——— last, for the sum of ——— dollars, and a writ of *feri facias* to No. —, ——— Term, A. D. 18—, was issued thereon, and which said writ the sheriff of said county has returned, that the said ——— (naming corporation defendants) had no goods or chattels, lands or tenements out of which to levy said judgment, and that no property of said defendants can be found.

The petitioner further represents, that the officers of said (naming corporation) are (here name and designate the same), and that he, the said petitioner, verily believes that the said ——— (naming corporation) are concealing their effects for the purpose of avoiding the payment of their debts.

The petitioner therefore prays that a citation may issue, directed to the said (naming officers), commanding them to appear on a day to be fixed by the Court, and answer such interrogatories as may be put to them touching the effects of the said company. And he will, &c.

(28.) *Of Surety of Constable in case of Intemperance, &c.*  
*Act May 27, 1841.*

To the Honorable the Judges of the Court of Quarter Sessions, &c.

The petition of Absalom Condron, of, &c., respectfully represents: That Thomas Smith, of the township of ———, in said county, having been elected constable of said township for the term of one year, was duly so appointed by the Court, and that the petitioner is surety on the official bond of the said Thomas Smith for the just and faithful discharge of his duties as constable aforesaid, and that the said Thomas Smith has fallen into habits of intemperance (or as may be the case), and is unfit and incompetent to discharge his official duties.

The petitioner therefore prays that the Court will make such order in the premises as is by Act of Assembly in this behalf directed. And he will, &c.

(29.) *Of Sheriff in Interpleader. Act April 10, 1848.*

To the Honorable, &c., of the Court of Common Pleas of, &c.

The petition of George Fay, Sheriff of said county, respectfully represents: That, by virtue of a writ of *feri facias* to No. —, ——— Term, 18—, issuing from this Court, and in which Henry Fox is plaintiff, he has levied on and taken possession of certain goods and chattels as being the property of John Thompson, defendant in said writ, mentioned and contained in an inventory hereto annexed, and that the said goods and chattels are claimed by one Walter Rhoads, who is not a party against whom said process issued.

The petitioner therefore prays that a rule may be granted upon the plaintiff in said writ, and the said Walter Rhoads, claimant, to appear and maintain or relinquish their respective claims to the property levied on under the above execution. And he will, &c.

(30.) *To appoint Sequestrator of Life Estate. Act October 13, 1840.*

To the Honorable, &c., of the Court of Common Pleas of, &c.

The petition of Henry Snyder, of, &c., respectfully represents: That by virtue of a certain writ of *feri facias*, issuing from this Court to No. —, ——— Term, 18—, in which John Jones is plaintiff, and Albert Samuels is defendant, the sheriff of said county has taken in execution the life estate of the said defendant in all

that certain, &c. (describing premises), and which said real estate is improved land, yielding rents, issues, and profits.

The petitioner therefore prays that a writ may be awarded to sequester the rents, issues, and profits of said estate, and to appoint a sequestrator to carry the same into effect. And he will, &c.

(31.) *For Order on Sheriff to perfect defective Deed.*

*Act June 16, 1836.*

To the Honorable, &c., of the Court of Common Pleas of, &c.

The petition of William S. Sigmund, of, &c., respectfully represents: That George Fay, sheriff of said county, on the ——— day of ———, A. D. 18—, by virtue of a certain writ of ——— (as may be), issuing from said Court to No., &c., in which James Fouse is plaintiff, and William Vogle is defendant, sold a certain, &c. (describing premises), as being the property of the said defendant, and of which said tract or piece of land the petitioner became the purchaser for the sum of one thousand dollars, which said purchase-money, and all the costs and charges for which he is liable, the petitioner has paid to the said sheriff, and that a deed for the premises aforesaid was executed to the petitioner by the said sheriff, but which is informal and defective for the following reasons, viz. (set out the same).

The petitioner therefore prays that an order be entered on the records of this Court, compelling George Fay, sheriff aforesaid, to perfect the title to the petitioner as purchaser aforesaid. And he will, &c.

(32.) *For Order to Sheriff to collect Rents in Foreign Attachment.*

*Act June 13, 1836.*

To the Honorable, &c., of the Court of Common Pleas of, &c.

The petition of Joseph Gray, of, &c., respectfully represents: That he is the plaintiff in a certain action in foreign attachment, pending in said Court to No., &c., and in which said action Festus Hallam is defendant. That the sheriff of said county has to the writ in said action returned that by virtue thereof he has attached a certain messuage, &c. (describing same as in return), being the property of said defendant, and which has been demised to Silas Ward for the term of, &c., from, &c., reserving an annual rent of, &c., payable, &c., during the continuance of said demise. That he has a just cause of action against the said defendant, to wit, &c.

(here set out the cause), and that there is due the petitioner thereon the sum of five hundred dollars.

The petitioner therefore prays that a writ may issue to the sheriff aforesaid, requiring him to collect and recover from Silas Ward, tenant aforesaid, all the rent of the said demised premises which shall have accrued at the time of the execution of the said writ, and which shall hereafter accrue, until the Court shall make further order in the premises. And he will, &c.

(33.) *For Notice to Justice of the Peace refusing to Pay over.*  
*Act March 28, 1820.*

To the Honorable, &c., of the Court of Common Pleas of, &c.

The petition of George Taylor, of, &c., respectfully represents: That the petitioner is plaintiff in a certain judgment rendered against Edwin Curtis before Thompson Thomas, Esquire, a Justice of the Peace in and for said county, on the ——— day of ——— last, for one hundred and ten dollars and costs, on, &c. (setting out cause of action), and that on the ——— day of ——— last, the said defendant paid to the said Thompson Thomas, Esquire, the amount of said judgment and interest and costs, who refuses to pay to the petitioner the amount of the said judgment and interest.

The petitioner therefore prays that a notice be directed to issue to the said Thompson Thomas, Esquire, returnable at such time as may be appointed by the Court, setting forth the contents hereof, and upon return of such notice with proof of service thereof, that proceedings be had in the premises as directed by the Act of Assembly in that behalf. And he will, &c.

(34.) *By Surety of Justice of the Peace for Counter Security.*  
*Act April 21, 1846, &c.*

To the Honorable, &c. (as in Form No. 33).

That Henry Hodge, Esquire, was, on the ——— day of ———, A. D. 18—, duly elected Justice of the Peace in and for the township of Logan, and that the petitioner became his surety, according to Act of Assembly in such case made and provided, and that he is likely to become insolvent (or as may be the case, or "that by reason of his habits of intemperance, the said Henry Hodge is likely to increase the responsibility of his sureties").

The petitioner therefore prays that the said Henry Hodge be required, upon due proof of the allegations in this petition, to

indemnify the petitioner against loss by reason of his suretyship in manner as provided by Act of Assembly in that behalf, in such sum and by such time as the Court may think necessary and proper. And he will, &c.

(35.) *For Citation to show cause why Officers should not give further Security. Act April 21, 1846.*

To the Honorable, &c., of the Court of Common Pleas of, &c.

The petition of Abraham Hopps, of, &c., respectfully represents: That on the ——— day of ———, A. D. 18—, William Woody was elected and was afterwards duly commissioned as (designating the office), of said county (or as may be), upon the duties of which office he entered on, &c., having first executed an official bond to the Commonwealth of Pennsylvania in the sum of twenty thousand dollars, conditioned according to law, with Harmon Holt and Levi Clemmer as sureties. That since the execution and approval of said official bond, the solvency of Harman Holt, above named, has become impaired or diminished (or as may be, under Act of Assembly), and by reason thereof the said officer and his sureties are not worth the amount of penalty of his said bond (or as the case may be).

The petitioner therefore prays that a citation may be awarded, directed to the said William Woody and the said Harmon Holt and Levi Clemmer, commanding them to appear in this Court at such time as may be appointed thereby to answer the matters alleged in this petition, and show cause why the said William Woody should not give other and further security. And he will, &c.

(36.) *For Division of Township into Election Districts. Act May 18, 1876.*

To the Honorable, &c., of the Court of Quarter Sessions of, &c.

The petition of the undersigned, freeholders and residents of the township of Blank, in said county, respectfully represents: That the inhabitants of said township labor under great inconvenience for want of a division of the same into two (or more) election districts, and that such division may be made for the purposes aforesaid, so as to suit the convenience of the inhabitants of said township. The petitioners pray the Court to appoint three impartial men as commissioners to inquire into the propriety of granting



the prayer of the petition, who shall proceed in the manner provided by Act of Assembly in that behalf, and who, or any two of whom, shall report to the next Court of Quarter Sessions of said county, together with their opinion of the same. And they will, &c.

(37.) *To Change Place of Election. Act April 20, 1854.*

To the Honorable, &c. (as in Form No. 36).

The petition of the undersigned, qualified electors of the election district composed of the township of Blank, in said county (or as may be) respectfully represents: That the convenience of the electors of the district aforesaid would be greatly promoted by a change in a place of holding the general, special, and township (or "general and special") elections for said district from the (stating present place) to the (stating place proposed).

The petitioners, therefore, showing that they are one-third of the qualified voters of said district, pray that an election may be ordered in said district on the question of the change of the place of holding said elections as aforesaid. And they will, &c.

(38.) *To fix Place of Election other than that designated by Sheriff's Proclamation. Act June 13, 1883.*

To the Honorable, &c., of the Court of Common Pleas of, &c.

The petition of the undersigned citizens of the election district composed of the Twentieth Ward of, &c. (or as may be), in said county, respectfully represents: That, owing to the impossibility to obtain the room (or "owing to the destruction of the building by fire, in which was located the room," or as may be), designated in the sheriff's proclamation as the place for holding elections in said district, it becomes necessary that some other place should be designated for that purpose, and they therefore pray the Court to designate some other convenient place for holding the elections in said district. And he will, &c.

(39.) *Of Wife of Drunkard or Profligate to have charge of Children. Act May 4, 1855.*

To the Honorable, &c., of the Court of Common Pleas of, &c.

The petition of Elizabeth Hawkins, of, &c., respectfully represents: That she is the wife of John Hawkins, of, &c., aforesaid, who, by reason of drunkenness (or as may be), has, for more than

—— last past, neglected and refused to provide for the petitioner and Mary and William Hawkins, children of the said John Hawkins and the petitioner.

The petitioner therefore prays that a decree may be made granting her a certificate that she shall be authorized to have all the rights, and be entitled to claim and be subject to all the duties which are reciprocally due between a father and his children, and to act and have the power and transact business as is provided by Act of Assembly in that behalf. And she will, &c.

(40.) *By Wife of Drunkard or Profligate to act as Feme Sole.*  
*Act May 4, 1855.*

To the Honorable, &c., of the Court of Common Pleas of, &c.

The petition of Elizabeth Hawkins, of, &c., respectfully represents: That she is the wife of John Hawkins, of, &c., aforesaid, who, from drunkenness, has, for more than —— last past, neglected and refused to provide for the petitioner (or “who from profligacy [or as may be the cause] has for more than —— last past neglected, &c.”—setting out facts showing such profligacy or other cause).

The petitioner therefore prays that a decree may be made granting her a certificate that she shall be authorized to act, have the power and transact business as a *feme sole* trader, according to the provisions of the Act of Assembly in such case made and provided. And she will, &c.

(41.) *Of Married Woman for Benefit and Use of Separate Earnings.*  
*Act April 3, 1872.*

To the Honorable the Judges, &c., of the Court of Common Pleas of, &c.

The petition of Ellen Haines, a resident of, &c., in said county, respectfully represents: That she is the wife of John Haines, of, &c., aforesaid. That being desirous of having and enjoying the rights, privileges, and benefits secured to married women by Act of Assembly of April 3, 1872, whereby the separate earnings of any married woman of the State of Pennsylvania, whether said earnings shall be as wages, for labor, salary, property, business, or otherwise, shall accrue to and inure to the separate benefit and use of such married woman, and be under the control of such married woman, independently of her husband, and so as not to be subject to any legal claim of such husband, or to the claims of any creditor or creditors of such

husband, the same as if such married woman were a *feme sole*, herewith gives the court to understand that it is her intention hereafter to claim the benefits of the aforesaid Act of Assembly.

The petitioner therefore, showing that she is a resident of the said county, prays that an order be made directing this her petition to be marked filed and to be recorded in the office for the recording of deeds in and for said county, that she may have and enjoy the benefits of the provisions of the said act. And she will, &c.

(42.) *For Rule on Heir to show cause why Satisfaction of a Recognizance in Partition should not be entered. Act March 29, 1832.*

To the Honorable the Judges of, &c.

The petition of William Winkler, of, &c., respectfully represents: That such proceedings were had in this court regarding the partition of the lands of John Winkler, late of, &c., in said county, deceased, that the partitioner accepted lot or purpart No. 1, as appears by the records, reference being thereunto had in said matter, and entered into recognizance to secure the shares of the other heirs of said decedent, of whom Samuel Winkler is one, and that on the ——— of ——— last, it was adjudged and decreed that the amount due the said Samuel Winkler was ——— dollars.

The petitioner further represents that on the ——— day of ——— last, he paid to the said Samuel Winkler the sum of ——— dollars, so determined to be due him as aforesaid, with the interest thereon, who has neglected and refused, though often requested, to enter satisfaction of the same of record.

The petition therefore prays that a citation may issue to the said Samuel Winkler, now a resident of this county, returnable at such time as to the court may seem proper, commanding him to show cause why he should not enter satisfaction of said recognizance, and upon his failure so to do that the court will proceed to enter satisfaction for him as provided by Act of Assembly in that behalf. And he will, &c.

(43.) *For Tavern License; General Form. Act March 31, 1856.*

To the Honorable the Judges of the Court of Quarter Sessions of, &c.

The petition of Henry Hudson respectfully represents: That he occupies a commodious house, situate, &c., in said county, and known as the "American House," which, from its situation, is suitable as well as necessary for a public house of entertainment;

that he is a person of good moral character and of temperate habits; a citizen of the United States; that he has at least ——— bed-rooms, containing ——— beds, for the exclusive use of strangers and travellers, and has sufficient stabling for horses (or as may be the case), and all other requisites for keeping a public house of entertainment.

The petitioner further represents, that the said property is assessed at the sum of ——— dollars, according to the last annual return of the assessor of said ———. He therefore prays your Honors to grant him a license to keep an inn or public house of entertainment in the place above named. And he will, &c.

*Certificate of Citizens to above Petition.*

We, the undersigned, who are citizens of, &c., in which the above-named Henry Hudson petitions to be licensed to keep an inn, or public house of entertainment, do hereby certify that we are personally acquainted with the petitioner, and know him to be a citizen of the United States, of good moral character and of temperate habits, and that he has at least ——— bed-rooms, containing ——— beds, for the exclusive use of strangers and travellers, and in our opinion the said inn, or public house of entertainment, is necessary for the accommodation of the travelling public.

(44.) *To Justice of the Peace to obtain Possession of Real Estate after Sale of same by Sheriff. Act June 16, 1836; May 24, 1878.*

To Robert Waring, Esq., Justice of the Peace in and for Blair County.

The petition of Lincoln Ramsey respectfully represents: That, on the ——— day of ———, A. D. 18—, he became the purchaser of a certain messuage, &c. (describe same), which was at that time sold by George Fay, Sheriff of said county, as being the property of William Smith, under and by virtue of a certain writ of ——— (as may be the case), to No. —, ——— Term, A. D. 18—, in which said writ Jones Jones was plaintiff, and the said William Smith defendant, and that a deed to the petitioner by the said sheriff was duly acknowledged on, &c., and that the said William Smith, who is now in possession of said premises, has had notice, as is required by Act of Assembly in that behalf, three months prior to this, the petitioner's, application, to give up said premises, to wit, on the

—— day of —— last, and that he has refused and neglected so to do, but still continues in possession of the same.

The petitioner therefore prays the said justice to issue his warrant directed to the sheriff of said county, commanding him to summon a jury of six men of his bailiwick to appear before him at a time and place to be specified therein, not less than three nor more than eight days after the issuing thereof, and also to summon the said William Smith to appear at the time and place so appointed, before the said justice and the said jury, to show cause, if any he has, why the delivery of possession of said lands should not forthwith be given to the petitioner. And he will, &c.

(45.) *To Common Pleas Court for Permission to prove Contract of Decedent. Act March 31, 1792.*

To the Honorable the Judges of the Court of Common Pleas of, &c.

The petition of Charles Creamer, of, &c., in said county, respectfully represents: That, on, &c., Johnson Elcott, of, &c., in said county, now since deceased, by articles of agreement in writing, bearing date the day and year aforesaid, a copy of which is herewith exhibited to the Court, covenanted and agreed to convey by deed in fee simple to the petitioner, all that certain tract or piece of land situate, &c. (describing the premises), on, &c., next following the date of said articles of agreement, the petitioner agreeing in consideration thereof to pay the sum of —— dollars in manner following, viz. (here set out the terms of payment): as by the copy of said articles of agreement (the original thereof being in the possession of the administrator, hereinafter named, of said decedent), reference being thereunto had, will more fully and at large appear. That, before the death of said Johnson Elcott, which occurred on, &c., the petitioner paid to him the entire sum of —— dollars, above mentioned, and in manner as in said articles of agreement provided (or as may be). That said Johnson Elcott died, leaving to survive him a widow, Jane Elcott, and one son, Charles Elcott, not having complied with the terms of said contract in his lifetime, and having made no sufficient provision for the performance thereof; and that letters of administration upon his estate have been granted to Ephraim Hock, of said county [§].

The petitioner therefore prays that he may be permitted to prove said contract in this Court in manner provided by Act of Assembly in this behalf. And he will, &c.

(46.) *To Orphans' Court for Specific Performance of Contract.*  
*Act February 24, 1834.*

To the Honorable the Judges of the Orphans' Court of, &c.

The petition of Charles Creamer, of, &c., in said county, respectfully represents: That, on, &c. (proceed as in Form No. 45 to [§]).

The petitioner, therefore, showing that he is willing, and hereby offers to perform the said contract on his part, prays the Court to make a decree for the specific performance of said contract according to the true intent and meaning thereof. And he will, &c.

(47.) *To Common Pleas Court for Examination of Witnesses, &c., to prove Parol Contract.* Act March 10, 1818.

To the Honorable the Judges of the Court of Common Pleas, &c.

The petition of Henry Wallis, of, &c., in said county, respectfully represents: That, on, &c., Samuel Slade, of, &c., in said county, now since deceased, entered into a parol contract with the petitioner by which he covenanted and agreed to convey by deed in fee simple to the petitioner, all that certain tract or piece of land situate, &c. (here describe the premises), with the appurtenances thereunto belonging or in anywise appertaining, on, &c., following the date of the agreement, so as aforesaid made, the petitioner then agreeing in consideration thereof to pay to said Samuel Slade the sum of ——— dollars, in manner following, viz. (here set out terms, &c., of payments). That, before the death of said Samuel Slade, which occurred on, &c., the petitioner paid to said decedent the sum of ——— dollars as provided by the terms of said contract, and as shown by the receipt for said sum at the time given to the petitioner by said decedent, a copy of which said receipt is hereto attached and to the Court shown, but has made no further payments under said contract, none having fallen due prior to the death of said Samuel Slade (or as the case may be). That, in pursuance of the terms of said contract, the petitioner entered upon and is now in the occupancy of said above-described premises, and has made valuable improvements upon the same, viz. (here name the same, as may be): and that, by reason of the premises, the said contract has been so far in part executed as to render it unjust to rescind the same. That said Samuel Slade died intestate, leaving to survive him a widow, Dora Slade, and two children, George Slade and Thomas Slade, not having in his lifetime made any provision for the performance of said contract, and that letters of

administration upon his estate have been granted to Jonathan Haines, of said county.

The petitioner therefore prays that a day certain may be appointed for the examination of witnesses in support of said contract, and that such relief may be granted the petitioner as to which the Court may deem he is in equity entitled. According to Act of Assembly in that behalf made and provided. And he will, &c.

## PLEAS AND DEMURRERS.

A PLEA is the defendant's answer by matter of fact to the plaintiff's declaration, as distinguished from a demurrer, which is an answer by matter of law. Bouv. L. Dict'y.

It includes as well the denial of the truth of the allegations on which the plaintiff relies as the statement of facts on which the defendant relies. In an ancient use it denoted action, and is still used sometimes in that sense: as "Summoned to answer in a plea of trespass." In a popular and not legal sense, the word is used to denote a forensic argument. It was strictly applicable in a kindred sense when the pleadings were conducted orally by the counsel.

Pleas are either dilatory, which tend to defeat the particular action to which they apply on account of its being brought before the wrong Court by or against the wrong person or in an improper form; or peremptory, which impugn the right of action altogether, which answer the plaintiff's allegations of right conclusively. Pleas are also said to be to the jurisdiction of the Court, in suspension of the action, in abatement of the writ, in bar of the action. The first three classes are dilatory, the last peremptory. Stephen, Plead. 63; 1 Chitty, Plead. 425.

In Pennsylvania, short pleas are generally allowed, as the pleas of "non assumption," "payment with leave," "never indebted," "not guilty," "set-off," statute of limitations, &c., and frequently several such are pleaded together in short entries.

A refusal to draw up a plea at large, when it is requested by the opposite party, is a good cause of demurrer, the same being specially assigned for cause, 6 Bin. 15; or, on motion, the Court will enter a rule requiring the pleadings to be drawn up at large. 3 S. & R. 583; 13 S. & R. 180. But, in order to support the judgments of the inferior Courts, which have been given after a trial of the merits of a case, the Supreme Court will consider the short entries of pleadings in the same light as if they were formally drawn up, providing there is enough to show the meaning of the parties. 13 S. & R. 13.

### (1.) *Plea in Abatement.*

In the Court of Common Pleas of Blair County.

C. D.	}	No. —.
ats.		
A. B.	}	—— Term, A. D. 18—.

And the said defendant, by E. F., his attorney, prays judgment of the said declaration, because he says that the said several sup-

posed promises and undertakings in the said declaration mentioned (if any such were made) were made jointly with one G. H., who is still living, and at the commencement of this suit was, and still is, resident within the jurisdiction of this Court, to wit, at ———, and not by the said defendant alone; and this the said defendant is ready to verify. Wherefore, inasmuch as the said G. H. is not named in the said declaration together with the said defendant, he, the said defendant, prays judgment of the said declaration, and that the same may be quashed.

(2.) *Demurrer to a Declaration for Matter of Substance.*

In the Court of Common Pleas of Blair County.

C. D. } No. —.  
 ats. }  
 A. B. } ——— Term, A. D. 18—.

And the said defendant, by E. F., his attorney, says that the declaration is not sufficient in law.

(3.) *Demurrer to a Declaration for Matter of Form.*

In the Court of Common Pleas of Blair County

C. D. } No. —.  
 ats. }  
 A. B. } ——— Term, A. D. 18—.

And the said defendant, by E. F., his attorney, says, that the declaration is not sufficient in law. And the said defendant, according to the form of the statute in such case made and provided, shows to the Court here the following causes of demurrer to the said declaration, that is to say, that no day or time is alleged in the said declaration at which the said causes of action, or any of them, are supposed to have accrued; and, also, that the said declaration is in other respects uncertain, informal, and insufficient, &c.

(4.) *Joinder in Demurrer upon the Demurrer.*

In the Court of Common Pleas of Blair County.

A. B. } No. —.  
 vs. }  
 C. D. } ——— Term, A. D. 18—.

And the plaintiff says that the declaration is sufficient in law.



(5.) *General Issue in Assumpsit with Notice of Set-off.*

In the Court of Common Pleas of Blair County.

C. D.	}	No. —.
ats.		
A. B.	}	—— Term, A. D. 18—.

And the defendant, by E. F., his attorney, says that he did not promise in manner and form as in the declaration is alleged; and of this he puts himself upon the country, &c.

(6.) *Notice to Set-off.*

The plaintiff will also take notice, that the defendant, on the trial of this cause, will give in evidence, and insist that the plaintiff, at the commencement of this suit, was and still is indebted to the defendant in the sum of —— dollars, for the price and value of goods before that time bargained and sold by the defendant to the plaintiff at his request; and in the sum of —— dollars, for the price and value of goods before that time sold and delivered by the defendant to the plaintiff at his request; and in the sum of —— dollars for the price and value of work before that time done, and materials for the same provided by the defendant for the plaintiff at his request; and in the sum of —— dollars for money before that time lent by the defendant to the plaintiff at his request; and in the sum of —— dollars for money before that time received by the plaintiff for the use of the defendant; and in the sum of —— dollars for money found to be due from the plaintiff to the defendant on an account before that time stated between them. And that the defendant will set off on said trial so much of the said several sums of money so due and owing from the plaintiff to the said defendant, against any demand of the said plaintiff to be proved on the said trial, as will be sufficient to satisfy and discharge such demands; and will also then and there demand a judgment against the said plaintiff for the balance of said several sums of money due to the said defendant, according to the statute in such case made and provided.

(7.) *General Issue in Debt on Simple Contract.*

In the Court of Common Pleas of Blair County.

C. D.	}	No. —.
ats.		
A. B.	}	—— Term, A. D. 18—.

And the defendant, by E. F., his attorney, says, that he never

was indebted in manner and form as in the declaration is alleged ; and of this he puts himself upon the country, &c.

(8.) *General Issue in Debt on Bond.*

In the Court of Common Pleas of Blair County.

C. D. } No. —.  
   ats. }  
 A. B. } ——— Term, A. D. 18—.

And the defendant, by E. F., his attorney, says, that the said supposed writing obligatory is not his deed ; and of this he puts himself upon the country, &c.

(9.) *General Issue in Case.*

In the Court of Common Pleas of Blair County.

C. D. } No. —.  
   ats. }  
 A. B. } ——— Term, A. D. 18—.

And the defendant, by E. F., his attorney, says, that he is not guilty of the grievances above laid to his charge, or any or either of them, or any part thereof, in manner and form as in the declaration is above alleged ; and of this the defendant puts himself upon the country, &c.

(10.) *General Issues in Trespass.*

In the Court of Common Pleas of Blair County.

C. D. } No. —.  
   ats. }  
 A. B. } ——— Term, A. D. 18—.

And the defendant, by E. F., his attorney, says, that he is not guilty of the trespass above laid to his charge, or any or either of them, or any part thereof, in manner and form as in the declaration is above alleged ; and of this the defendant puts himself upon the country, &c.

(11.) *General Issue in Debt or Covenant on a Deed.*

In the Court of Common Pleas of Blair County.

C. D. } No. —.  
   ats. }  
 A. B. } ——— Term, A. D. 18—.

And the defendant, by E. F., his attorney, says, that the said indenture is not his deed ; and of this he puts himself upon the country, &c.

(12.) *General Issue in Detinue.*

In the Court of Common Pleas of Blair County.

C. D.	}	No. —.
ats.		
A. B.		

—— Term, A. D. 18—.

And the defendant, by E. F., his attorney, says, that he does not detain the said goods and chattels in the said declaration specified, or any or either of them, or any part thereof, in manner and form as in the declaration is alleged; and of this he puts himself upon the country, &c.

(13.) *General Issue by an Executor or Administrator.*

In the Court of Common Pleas of Blair County.

C. D., Executor (or Admin- istrator), of, &c., G. H.	}	No. —.
ats.		
A. B.		

—— Term, A. D. 18—.

And the defendant, by E. F., his attorney, says, that the said G. H. did not promise (or never was indebted) in manner and form as in the declaration is alleged; and of this the defendant puts himself upon the country, &c.

(14.) *General Issue by a Defendant sued by a wrong Name, who has appeared in his right Name.*

In the Court of Common Pleas of Blair County.

C. D. sued as E. D.	}	No. —.
ats.		
A. B.		

—— Term, A. D. 18—.

And C. D., against whom the plaintiff hath issued the writ of summons in this suit by the name of E. D., by E. F., his attorney, says, that he did not promise (or never was indebted) in manner and form as in the declaration is alleged; and of this he puts himself upon the country, &c.

(15.) *General Issue by Husband and Wife.*

In the Court of Common Pleas of Blair County.

C. D., and E. D. his wife,	}	No. —.
ats.		
A. B.		

—— Term, A. D. 18—.

And the defendants, by E. F., their attorney, say that the said E. D. did not promise (or never was indebted) in manner and form

as in the declaration is alleged; and of this they put themselves upon the country, &c.

(16.) *Plea in Bar by way of Confession and Avoidance in Covenant on Indenture of Lease for not Repairing.*

In the Court of Common Pleas of Blair County.

C. D. } No. —.  
 ats. }  
 A. B. } ——— Term, A. D. 18—.

And the said defendant, by E. F., his attorney, says that, after the said breach of covenant, and before the commencement of this suit, to wit, on the ——— day of ———, A. D. one thousand eight hundred and ———, the said plaintiff, by his certain deed of release, sealed with his seal, and now shown to the Court here (the date whereof is the day and year last aforesaid), did remise, release, and forever quitclaim to the said defendant, his heirs, executors, and administrators, all damages, cause and causes of action, breaches of covenant, debts, and demands whatsoever, which had then accrued to the said plaintiff, or which the said plaintiff then had against the said defendant, as by the said deed of release, reference being thereto had, will fully appear; and this the said defendant is ready to verify.

(17.) *Plea in Bar by way of Traverse, in Covenant, on Indenture of Lease for not Repairing.*

In the Court of Common Pleas of Blair County.

C. D. } No. —.  
 ats. }  
 A. B. } ——— Term, A. D. 18—.

And the said defendant, by E. F., his attorney, says that the windows of the said messuage or tenement were not in any part thereof ruinous, in decay, or out of repair, in manner and form as the said plaintiff hath above complained against him, the said defendant; and of this he puts himself upon the country.

(18.) *Plea to a Count on a Promissory Note or Bill of Exchange, and one or more of the Common Counts.*

In the Court of Common Pleas of Blair County.

C. D. } No. —.  
 ats. }  
 A. B. } ——— Term, A. D. 18—.

And the defendant as to the first count of the declaration, by E. F., his attorney, says that he, the said defendant, did not make (or

draw, or endorse, or accept) the said bill of exchange (or promissory note) in the said first count of the declaration mentioned, in manner and form as the plaintiff hath above alleged; and of this the defendant puts himself upon the country, &c. And, as to the residue of the declaration, the defendant says that he did not promise (or never was indebted) in manner and form as in the said declaration is above alleged; and of this the defendant puts himself upon the country, &c.

(19.) *Plea of the Statute of Limitations in Assumpsit or Debt.*

In the Court of Common Pleas of Blair County.

C. D. } No. —.  
   <sup>ats.</sup> }  
 A. B. } ——— Term, A. D. 18—.

And the defendant, by E. F., his attorney, says that the said several causes of action in the declaration mentioned did not, nor did any or either of them, accrue to the plaintiff at any time within six years next before the commencement of this suit; and this the defendant is ready to verify, &c.

(20.) *Replication to Plea of the Statute of Limitations in Assumpsit or Debt.*

In the Court of Common Pleas of Blair County.

A. B. } No. —.  
   <sup>vs.</sup> }  
 C. D. } ——— Term, A. D. 18—.

And the said plaintiff, by E. F., his attorney, says that the said defendant did, within six years next before the commencement of this suit, undertake and promise in manner and form as the said plaintiff hath above complained; and this he prays may be inquired of by the country.

(21.) *Joinder in Issue or Similiter upon the Traverse.*

In the Court of Common Pleas of Blair County.

A. B. } No. —.  
   <sup>vs.</sup> }  
 C. D. } ——— Term, A. D. 18—.

And the plaintiff, as to the plea of the said defendant above pleaded, and whereof he hath put himself upon the country, doth the like.

(22.) *Replication by way of Traverse upon the Plea.*

In the Court of Common Pleas of Blair County.

A. B. } No. —.  
 vs. }  
 C. D. } ——— Term, A. D. 18—.

And the said plaintiff says that his said declaration, by reason of anything in the said plea alleged, ought not to be quashed, because he says that the said promises and undertakings were made by the said defendant alone, in manner and form as the said plaintiff hath above complained, and not by the said defendant jointly with the said G. H., in manner and form as the said defendant hath above in his said plea alleged; and this the said plaintiff prays may be inquired of by the country.

(23.) *Replication by way of Confession and Avoidance upon the Plea.*

In the Court of Common Pleas of Blair County.

A. B. } No. —.  
 vs. }  
 C. D. } ——— Term, A. D. 18—.

And the said plaintiff says that he, the said plaintiff, at the time of the making of the said supposed deed of release, was unlawfully imprisoned and detained in prison by the said defendant, until by force and duress of that imprisonment, he, the said plaintiff, made the supposed deed of release, as in the said plea mentioned; and this the said plaintiff is ready to verify.

(24.) *Rejoinder by way of Traverse upon the above Replication.*

In the Court of Common Pleas of Blair County.

C. D. } No. —.  
 ats. }  
 A. B. } ——— Term, A. D. 18—.

And the said defendant says that the said plaintiff freely and voluntarily made the said deed of release, and not by force and duress of imprisonment, in manner and form as by the said replication is alleged; and of this the said defendant puts himself upon the country.

(25.) *Demurrer to the last Replication.*

In the Court of Common Pleas of Blair County.

C. D. } No. —.  
 ats. }  
 A. B. } ——— Term, A. D. 18—.

And the said defendant says that the replication is not sufficient in law.

(26.) *Plea for the further Maintenance of the Action.*

In the Court of Common Pleas of Blair County.

C. D. } No. —.  
 ats. }  
 A. B. } ——— Term, A. D. 18—.

The said defendant, by E. F., his attorney, says that the said plaintiff ought not further to have or maintain his aforesaid action against him, because he says that after the last pleading in this cause, that is to say, on the ——— day of ———, A. D. one thousand eight hundred and ———, the said plaintiff, by his certain deed of release, sealed with his seal (the release may be here stated); and this the said defendant is ready to verify. Wherefore he prays judgment if the said plaintiff ought further to have or maintain his aforesaid action against him, &c.

## PRÆCIPE.

A PRÆCIPE is a slip of paper upon which the particulars of a writ are written. It is lodged in the office out of which the required writ is to issue. Wharton, Dict.

It is the written mandate addressed to the Clerk or Prothonotary of a Court, by a party to a suit, or his attorney, to issue process, whether original, mesne, or final. 1 Troub. & Haly, 159, note.

It is the foundation of the proceedings; is considered part of the record, and the Courts may order amendments by it. 2 Binn. 439; 8 S. & R. 157.

(1.) *Præcipe for Summons in Assumpsit.*

In the Court of Common Pleas of ——— County.

A. B. }  
 vs. }  
 C. D. }

Issue Summons in Trespass on the Case (or in Case) in Assumpsit. Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(2.) *Præcipe for Summons in Debt or Case.*

In the Court of Common Pleas of ——— County.

A. B. }  
*vs.*  
 C. D. }

Issue Summons in Debt or Case. Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(3.) *Præcipe for Summons in Covenant.*

In the Court of Common Pleas of ——— County.

A. B. }  
*vs.*  
 C. D. }

Issue Summons to answer plaintiff of a plea, that defendant keeps with him the covenants between them made, according to the force, form, and effect of certain articles of agreement heretofore made between them. Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(4.) *Præcipe for Summons in Trespass.*

In the Court of Common Pleas of ——— County.

A. B. }  
*vs.*  
 C. D. }

Issue Summons in Trespass *vi et armis*. Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(5.) *Præcipe for Summons in Trover and Conversion.*

In the Court of Common Pleas of ——— County.

A. B. }  
*vs.*  
 C. D. }

Issue Summons on the Case in Trover and Conversion. Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)



(6.) *Præcipe for Summons in Detinue.*

In the Court of Common Pleas of ——— County.

A. B. }  
 vs. }  
 C. D. }

Issue Summons in Detinue. Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(7.) *Præcipe for Summons in Slander.*

In the Court of Common Pleas of ——— County.

A. B. }  
 vs. }  
 C. D. }

Issue Summons in Trespass on the Case in Slander. Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(8.) *Præcipe for Summons in Dower.*

In the Court of Common Pleas of ——— County.

A. B. }  
 vs. }  
 C. D. }

Issue Summons to C. D., that justly and without delay he render unto A. B. one-third part of a messuage and ——— acres of arable land, &c., with the appurtenances, situated in, &c. (here describe the premises), in the said county of ———, as the reasonable dower of the endowment of O. B., her late husband, whereof she nothing hath, &c. Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(9.) *Præcipe for Summons in Trespass, tearing off Seal of Bond to Plaintiff.*

In the Court of Common Pleas of ——— County.

A. B. }  
 vs. }  
 C. D. }

Issue Summons to C. D. to answer the plaintiff in a plea wherefore, with force and arms, on the ——— day of ———, A. D. 18—,

one writing obligatory, the property of him, the said A. B., with the seal of him, the said C. D., sealed, by which the said C. D. stood bound unto him, the said A. B., in the sum of ——— dollars, lawful money of the United States, at ———, in the county aforesaid, the said C. D. found and took, and the seal of the said writing obligatory, being thereunto affixed and sealed, he tore asunder from the said writing obligatory, by which the said writing obligatory aforesaid became void, and the said A. B. was of his claim aforesaid altogether defrauded. Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(10.) *Præcipe for Summons in Trespass, Suit brought by an Executor.*

In the Court of Common Pleas of ——— County.

A. B., Executor of, &c. }  
                   *vs.*  
                   C. D. }

Issue Summons to C. D. to answer A. B., executor of the last will and testament of O. P., deceased, in a plea wherefore, with force and arms, at ——— county, the said C. D., the goods and chattels which were of the said O. P., in the hands of the said A. B. being (or in the lifetime of the said O. P. found), took and carried away, to the damage of the said A. B., and in delay of the execution of the testament aforesaid. Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(11.) *Præcipe in Account Render.*

In the Court of Common Pleas of ——— County.

A. B. }  
           *vs.*  
           C. D. }

Issue Summons to answer plaintiff of a plea that defendant render unto him a reasonable account for the time in which the said C. D. was receiver of the moneys of the said A. B., from whatsoever cause or contract arising, to the common benefit and advantage of them, the said A. B. and C. D., &c. Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(12.) *Præcipe for Scire Facias on Mortgage.*

In the Court of Common Pleas of ——— County.

A. B. }  
 vs. }  
 C. D. }

Issue writ of *Scire Facias sur Mortgage*, recorded in the Office for Recording of Deeds, &c., for the county of ———, in Mortgage-book O., page 156, &c. Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(13.) *Præcipe in Account Render against a Bailiff and Receiver.*

In the Court of Common Pleas of ——— County.

A. B. }  
 vs. }  
 C. D. }

Issue Summons against C. D. to answer A. B., of a plea that he render unto him a reasonable account for the time in which he was Bailiff of the goods and Receiver of the moneys of the said A. B. Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(14.) *Præcipe for Writ of Replevin.*

In the Court of Common Pleas of ——— County.

A. B. }  
 vs. }  
 C. D. }

Issue writ of Replevin for (naming the articles), of the value of ——— dollars, the property of A. B., which have been unjustly seized and detained by the said C. D. Returnable on next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(15.) *Præcipe in Ejectment.*

In the Court of Common Pleas of ——— County.

A. B. }  
 vs. }  
 C. D. }

Issue Summons in Ejectment against defendant, to appear and answer to a certain complaint made by A. B., that he, the said C. D.,

now has in his actual possession a lot of ground, situate (here describe fully the real estate), the right of possession or title to which he, the said A. B., says is in him, and not in the said C. D., all of which he, the said A. B., avers he is prepared to prove, &c. Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(16.) *Præcipe in Partition.*

In the Court of Common Pleas of ——— County.

A. B. }

vs.

O. R., N. N., and V. V. }

Issue Summons in Partition for the following described real estate, to wit (here describe the same), with the appurtenances. Returnable at the next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(17.) *Another Form for Præcipe in Partition.*

In the Court of Common Pleas of ——— County.

A. B. }

vs.

O. R., N. N., and V. V. }

Issue Summons in Partition upon the complaint of plaintiff, that whereas, the said plaintiff and the said defendants, together and undivided, do hold a certain messuage, &c. (here describe the land), containing ——— acres, be the same more or less, with the appurtenances, they, the said defendants, partition thereof between them, according to the laws and customs of the Commonwealth of Pennsylvania, to be made do gainsay, and the same to be done do not permit, very unjustly, and contrary to the same laws and customs, &c. Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(18.) *Præcipe for Certiorari to Justice of the Peace, &c.*

In the Court of Common Pleas of ——— County.

A. B. }  
 vs. }  
 C. D. }

Issue writ of *Certiorari* to W. V., Esq. Returnable at next term  
 (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(19.) *Præcipe for Execution on Judgment affirmed on Certiorari.*

In the Court of Common Pleas of ——— County.

A. B. } No. —.  
 vs. }  
 C. D. } ——— Term, A. D. 18—.

Issue writ of *Fi. Fa.* against defendant for damages as per judgment of the Justice affirmed by the Court, and for all costs, as well of the proceedings before the Justice as of the proceedings on *Certiorari* in this Court. Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(20.) *Præcipe for Certiorari on Proceedings to deliver Possession to Sheriff's Vendee.*

In the Court of Common Pleas of ——— County.

A. B. }  
 vs. }  
 C. D. }

Issue writ of *Certiorari* to J. D. and R. R., Esquires, two of the Justices of the Peace in and for the county of ———, to remove all proceedings, judgments, and executions, before them had and depending, between A. B., complainant, and the said C. D., defendant in error, under the Act of Assembly to enable purchasers at Sheriff's or Coroner's sales to obtain possession. Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(21.) *Præcipe for Habere Facias in Ejectment.*

In the Court of Common Pleas of ——— County.

A. B. }  
 vs. }  
 C. D. }

Issue writ of *Habere Facias Possessionem*, with *Fi. Fa.* for costs. Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(22.) *Præcipe, upon Death of Defendant, to substitute his Executor or Administrator, and to revive Judgment.*

In the Court of Common Pleas of ——— County.

A. B. }  
 vs. }  
 C. D. }

Issue *Scire Facias* on judgment No. —, of ——— Term, A. D. 18—, in the Court of Common Pleas of ——— County, to show cause why the said C. D., Executor of the last will and testament of O. D., deceased (or administrator of all and singular the goods and chattels, rights and credits which were of O. D., deceased), should not be substituted as defendant in the place and stead of the said O. D., deceased; and also to revive judgment and continue the lien, *et quare executio non* (with notice to terre tenants if there be any). Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(23.) *Præcipe for Summons in Debt on a Sheriff's Official Bond.*

In the Court of Common Pleas of ——— County.

The Commonwealth of Pennsylvania }  
 for the use of A. B. }  
 vs. }  
 C. D., V. V., and O. T. }

Issue Summons in Debt founded on the official bond of C. D., as Sheriff of the county of ———, in the sum of ——— dollars. Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(24.) *Præcipe for Summons (or Capias) for Assault and Battery and False Imprisonment.*

In the Court of Common Pleas of ——— County.

A. B. }  
vs. }  
C. D. }Issue Summons (or Capias) for Trespass *vi et armis*, and false imprisonment. Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

NOTE.—An affidavit must be filed before a *capias* can be issued.(25.) *Præcipe for Venditioni Exponas.*

In the Court of Common Pleas of ——— County.

A. B. } No. —.  
vs. }  
C. D. } ——— Term, A. D. 18—.Issue writ of *Venditioni Exponas* in this case. Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(26.) *Præcipe for Testatum Execution.*

In the Court of Common Pleas of ——— County.

A. B. } No. —.  
vs. }  
C. D. } ——— Term, A. D. 18—.  
*Fi. Fa.* having been issued and returned *Nulla Bona*.Issue writ of *Testatum Fieri Facias* to the county of ———. Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(27.) *Præcipe for Scire Facias to Garnishee.*

In the Court of Common Pleas of ——— County.

A. B. } See Foreign Attachment.  
vs. }  
C. D. } No. —.  
——— Term, A. D. 18—.Issue writ of *Scire Facias*. Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(28.) *Præcipe for Liberari Facias after Appraisement.*

In the Court of Common Pleas of ——— County.

A. B. } No. —.  
*vs.* }  
 C. D. } ——— Term, A. D. 18—.

Issue writ of *Liberari Facias*. Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(29.) *Præcipe for Scire Facias to revive Judgment.*

In the Court of Common Pleas of ——— County.

A. B. } No. —.  
*vs.* } ——— Term, 18—.  
 C. D. } See No. —, ——— Term, 18—.

Issue writ of *Scire Facias* to revive and continue the lien of judgment No. —, of ——— Term, A. D. 18— (with notice to terre tenants if there be any). Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(30.) *Præcipe for Fieri Facias.*

In the Court of Common Pleas of ——— County.

A. B. } No. —.  
*vs.* }  
 C. D. } ——— Term, A. D. 18—.

Issue writ of *Fi. Fa.* against defendant in this case. Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(31.) *Præcipe for Fieri Facias for Residue of Judgment.*

In the Court of Common Pleas of ——— County.

A. B. } No. —.  
*vs.* }  
 C. D. } ——— Term, A. D. 18—.

Issue writ of *Fieri Facias* for residue of debt and costs not produced by former execution. Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)



(32.) *Præcipe for Fieri Facias against Plaintiff for Costs.*

In the Court of Common Pleas of ——— County.

A. B. } No. —.  
 vs. }  
 C. D. } ——— Term, A. D. 18—.

Issue writ of *Fieri Facias* against the Plaintiff for costs. Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(33.) *Præcipe for Scire Facias on a Writ of Inquiry.*

In the Court of Common Pleas of ——— County.

A. B. } No. —.  
 vs. }  
 C. D. } ——— Term, A. D. 18—.

Issue writ of *Scire Facias* to show cause why a writ of Inquiry should not issue to inquire of the damages in the above suit. Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(34.) *Præcipe for Writ of Inquiry of Damages.*

In the Court of Common Pleas of ——— County.

A. B. } No. —.  
 vs. }  
 C. D. } ——— Term, A. D. 18—.

Issue writ of Inquiry of Damages. Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(35.) *Præcipe for Scire Facias sur Mortgage containing Proviso that the Principal shall become due on failure to pay the Interest.*

In the Court of Common Pleas of ——— County.

A. B. } No. —.  
 vs. }  
 C. D. } ——— Term, A. D. 18—.

Issue *Scire Facias sur Mortgage* from defendant to plaintiff, dated ———. Recorded ———, in Mortgage-book ———, and suggest that default has been made in the payment of one year's

interest on said mortgage, which fell due ———, 18—, for the space of ——— days and upwards, after such payment of interest fell due; and that demand has been duly made of the mortgagor for payment of said interest since the same fell due. Returnable the ——— Monday of ———.

E. F., Attorney for Plaintiff.

To G. H., Esq., Prothonotary.

(36.) *Præcipe for the Attachment of a Vessel.*

In the Court of Common Pleas of ——— County.

A. B.

vs.

The Schooner called "Rover,"

C. D. owner.

Issue writ of Attachment, and mention stipulations in the sum of ——— dollars. Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(37.) *Præcipe in Attachment in Execution, under the Act of 16th June, 1836.*

In the Court of Common Pleas of ——— County.

A. B. }

vs.

C. D. }

Issue writ of Attachment against C. D. for the sum of ——— dollars, debt, with interest from the ——— day of ———, A. D. 18—, and costs under the Act of 16th June, A. D. 1836; and direct the Sheriff to attach and levy upon any legacy, money, estate, or effects whatsoever belonging to the said C. D., in the hands and possession of W. O., executor of S. O., deceased; and to insert in the said writ of attachment a clause in the nature of a *Scire Facias* against a garnishee in a Foreign Attachment, requiring the said W. O., executor of, &c., to appear at the next term of the Court, and show cause why said judgment of plaintiff should not be levied of the effects of defendant in his hands. Returnable at next term (or on the first Monday of ———).

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(38.) *Another Form of Præcipe for Attachment in Execution.*

In the Court of Common Pleas of ——— County.

A. B.	}	No. —.
<i>vs.</i>		
C. D.		

——— Term, 18—.

Issue writ of Attachment against the defendant to attach and levy in satisfaction of said judgment, all debts and dividends due to the defendant by X. X., and all other debts, deposits, goods, and chattels in his hands or possession and due said defendant, and insert in said writ of Attachment a clause in the nature of a *Scire Facias* against the garnishee, requiring him to appear at the next term of said Court, or show cause why said judgment shall not be levied of the effects of the defendant in his hands.

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

(39.) *Præcipe (with Affidavit) for Fieri Facias for unpaid Alimony.*

In the Court of Common Pleas of ——— County.

A. B., by her next friend X. X.	}	No. —.
<i>vs.</i>		
C. D.		

——— Term, A. D. 18—.

Blair County, ss.

A. B., the above-named libellant, being duly sworn, says that the sum of ——— dollars as alimony under the decree in the above case is now due and payable.

A. B.

Sworn and subscribed, on the ——— day of ———, 18—, before

G. H.,

Prothonotary.

Issue *Fieri Facias* against the respondent, C. D., for ——— dollars, the above-stated sum of unpaid alimony. Interest from the ——— day of ———, 18—.

E. F., Attorney for Libellant.

To G. H., Esq., Prothonotary.

(Date.)

(40.) *Præcipe for Scire Facias sur Mechanic's Lien.*

In the Court of Common Pleas of ——— County.

A. B. } No. —.  
 vs. } ——— Term, A. D. 18—.  
 C. D. } See Mechanic's Lien, Docket ———, page —.

Issue *Scire Facias* upon the above-stated mechanic's lien. Returnable, &c.

E. F., Attorney for Plaintiff.

To G. H., Esq., Prothonotary.

(41.) *Præcipe for Sci. Fa. sur Recognizance for Stay of Execution.*

In the Court of Common Pleas of ——— County.

A. B. } No. —.  
 vs. } ——— Term, A. D. 18—.  
 C. D. } See Judgment No. —. ——— Term, 18—.

Issue *Scire Facias* sur Recognizance of bail for stay of execution in above-stated judgment. Returnable, &c.

E. F., Attorney for Plaintiff.

To G. H., Esq., Prothonotary.

(42.) *Præcipe (with Affidavit and Recognizance) to Levy on Stock in Another's Name.*

In the Court of Common Pleas of ——— County.

A. B. }  
 vs. } See Judgment No. 700. October Term, 1884.  
 C. D. }

Issue writ in nature of attachment upon the above-stated judgment, against the defendant, to levy upon five shares in the capital stock of the Altoona City Passenger Railway Company, held in the name of H. H., with clause of summons to the said H. H., in the nature of *Scire Facias* against a garnishee in Foreign Attachment. Returnable first Monday of ——— next (or to next term).

E. E., Atty. for Plff.

G. H., Esq., Prothonotary.

(Date.)

*Affidavit of Plaintiff.*

——— County, ss.

Personally appeared before me, A. B., the above-named plaintiff, who, being duly sworn, says that he verily believes that the five

shares in the capital stock of the Altoona City Passenger Railway Company, above named, and held in the name of H. H., is really the property of C. D., the above-named defendant. A. B.

Sworn and subscribed to before me, this ——— day of ———,  
A. D. 18—.

G. H.,  
Prothonotary.

*Recognizance of Plaintiff.*

——— County, ss.

We, A. B., O. O., and Z. Z., severally acknowledge ourselves to owe and be indebted to the Commonwealth of Pennsylvania in the sum of ——— dollars, to be levied of our respective goods and chattels, lands and tenements, and to be void on this condition. That the said A. B. shall pay such damages as the Court may adjudge to the party to whom said stock shall really belong in case the same shall not be the property of the defendant.

A. B.,  
O. O.,  
Z. Z.

Taken and acknowledged before me, this ——— day of ———.

G. H.,  
Prothonotary.

(43.) *Præcipe (with Affidavit and Recognizance) to Levy on Stock in Defendant's Name.*

In the Court of Common Pleas of ——— County.

A. B. }  
vs. } See Judgment No. 700, October Term, 1884.  
C. D. }

Issue writ in nature of attachment upon the above-stated judgment against the defendant to levy upon five shares in the capital stock of the Altoona City Passenger Railway Company, held in the name of the said defendant.

E. E., Atty. for Plff.

G. H., Esq., Prothonotary.

(Date.)

*Claim and Affidavit to Ownership.*

In the Court of Common Pleas of ——— County.

A. B. }  
vs. } Attachment in Execution, &c.  
C. D. }

Blair County, ss.

Personally appeared before me H. H., who, being duly sworn, says that the five shares in the capital stock of the Altoona City

Passenger Railway Company, held in the name of C. D., the above defendant, and levied upon, under, and by virtue of the above execution, is not the property of the said C. D., but really belongs to him, and he claims the ownership thereof. H. H.

Sworn and subscribed to before me, this ——— day of ———, A. D. 18—.

G. H.,  
Prothonotary.

*Recognizance of Claimant.*

——— County, ss.

We, H. H., S. S., and Q. Q., severally acknowledge ourselves to owe and be indebted to A. B., the plaintiff in the execution above, in the sum of ——— dollars, to be levied of our respective goods and chattels, lands and tenements, and to be void on this condition. That the said H. H. shall pay to the said A. B. such damages as the Court may adjudge to him in case the stock levied on under the above execution shall really belong to the said C. D., the defendant in said execution.

H. H.,  
S. S.,  
Q. Q.

Taken and acknowledged before me, this ——— day of ———, A. D. 18—.

G. H.,  
Prothonotary.

*(44.) Præcipe (with Affidavit) for Attachment under Act  
March 17, 1869.*

In the Court of Common Pleas of ——— County.

A. B. }  
vs. } No. —.  
C. D. } ——— Term, A. D. 18—.

Issue attachment in case against defendant (if desirable add, "and direct the sheriff to attach the money, stocks, rights in action, evidences of debt, or other property of the said party defendant in the hands or possession of H. H., or in the hands or possession of any other person whatsoever, and summon the said H. H. and such other person as garnishee"). Returnable first day of next term.

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

*Affidavit of Plaintiff.*

\_\_\_\_\_ County, ss.

Personally appeared before me the above-named plaintiff, who, being duly sworn, says that C. D., the above-named defendant, is justly indebted to him in a sum exceeding one hundred dollars, the nature and amount of such indebtedness being as follows (state both fully): and that the said C. D. is about to remove his property out of the jurisdiction of this Court, with intent to defraud his creditors (or as may be, stating facts as required by the Act of Assembly).

A. B.

Sworn and subscribed to before me, this \_\_\_\_\_ day of \_\_\_\_\_,  
A. D. 18—.

G. H.,  
Prothonotary.

(For Form of Bond of Plaintiff or Defendant under above  
Act, see BONDS.)

*(45.) Præcipe for Writ de Partitioe Facienda.*

In the Court of Common Pleas of \_\_\_\_\_ County.

_____	}	No. —.
vs.		_____ Term, 18—.
_____		See No. —, _____ Term, 18—.

Issue writ *de Partitioe Facienda* on above judgment. Returnable, &c.

E. F., Attorney for Plaintiff.

G. H., Esq., Prothonotary.

(Date.)

*(46.) Præcipe, Affidavit, and Recognizance for Writ of Error to the Supreme Court.*

A. B., Plaintiff in Error and Plaintiff (or Defendant) below	}	Issue Writ of Error to the Court of Common Pleas of _____ County, returnable to _____ Term, 18—.
vs.		
C. D., Defendant in Error and Defendant (or Plain- tiff) below.		

E. F.,  
Att'y for Plaintiff in Error.  
(Date.)

\_\_\_\_\_, Prothonotary, \_\_\_\_\_ Dis. }  
Supreme Court, Pa.

*Affidavit.*

\_\_\_\_\_ County, ss.

A. B., the above-named plaintiff in error, being duly sworn

according to law, depose and saith, that the writ of error in this case is not intended for delay.

A. B.

Sworn and subscribed, the ——— day of ———, A. D. 18—, before me.

G. H.,

Prothonotary.

*Recognizance.*

——— County, ss.

A. B., O. O., and R. R. each acknowledges himself to owe and stand indebted to C. D. in the sum of ——— dollars, to be levied of their goods and chattels, lands and tenements respectively; upon this condition, that the above-named A. B., plaintiff in error, prosecute his writ of error with effect, or, in default thereof, will pay the costs that have accrued in the cause, or shall accrue upon the said writ of error, and for the return to the Court below of the record, with the remittitur.

Taken and acknowledged, the ——— day of ———, 18—, before me.

G. H.,

Prothonotary of, &c.

**PROTEST.**

A **PROTEST** is a notarial act, made for want of payment of a promissory note, or for want of acceptance or payment of a bill of exchange, by a Notary Public, in which it is declared that all parties to such instruments will be held responsible to the holder for all damages, exchanges, re-exchanges, &c.

There are two kinds of protest, namely, protest for non-acceptance, and protest for non-payment. Protest for non-acceptance or non-payment, when duly made and accompanied by notice to all parties to the bill or note, has the effect of making all of them responsible to the holder for the amount of the bill or note, together with damages, &c. Protest for better security may be made when the acceptor of a bill fails, becomes insolvent, or in any other way gives the holder just reason to suppose it will not be paid. It seems to be of doubtful utility, except that it gives the drawer of a bill on a foreign country an opportunity of availing himself of any attachment law there in force.

The protest is a formal paper wherein the Notary certifies that on the day of its date he presented the original bill attached thereunto, or a copy of which is above written, to the acceptor, or the original note to the maker thereof, and demanded payment or acceptance, which was refused, and that thereupon he protests against the drawer and endorses thereof for exchange, re-exchange, damages, costs, and interest. It is usual, also, for the Notary to serve notices of the protest on all parties to the bill. The notice contains a description of the bill, including its date



and amount, the fact of demand and refusal, and that the holder looks to the person notified for payment. Protest of foreign bills is proof of demand and refusal to pay or accept. Protest is said to be part of the constitution of a foreign bill, and the form is governed by the *lex loci contractus*. Bouv. L. Dict.

A Marine Protest is a declaration or narrative by the master of the particulars of the voyage, of the storms or bad weather which the vessel may have encountered, the accidents which may have occurred, and the conduct which, in cases of emergency, he had thought proper to pursue.

Protests are also made by the master against the charterers of the ship, or the consignees of the goods, for not loading or unloading the vessel pursuant to contract, or within reasonable or stipulated delays; and by the merchant against the master, for misconduct, drunkenness, &c., for not proceeding to sea with due dispatch, for not signing bills of lading in the customary form, and other irregularities. Abbot on Shipping, 380; 3 Kent's Com. 213.

(1.) *Form of Protest of a Promissory Note for Non-payment.*

United States of America.

Here insert copy of the promissory note with the names of the endorsers appended to said copy.

Be it known, that on the day of the date hereof, at the request of O. O., the holder of the original promissory note, of which a true copy is above written, I, V. V., Notary Public for the Commonwealth of Pennsylvania, by lawful authority duly commissioned and sworn, residing in ———, during the usual hours of business for such purposes, presented the same at the place of business (or residence, if the party be not engaged in business, or as may be) of S. S., the promisor, to the said S. S. (or to a man in attendance, or as the case may be) and demanded payment thereof (the time limited therein and the usual grace having elapsed), to which he answered, "I cannot pay this note" (or as the case may be, inserting as nearly as possible the words of the reply), or words to that effect.

Whereupon I, the said notary, at the request aforesaid, have protested, and do hereby solemnly protest, against the drawer of said note, the endorsers and all others concerned therein, for exchange, re-exchange, and all costs, charges, damages and interest, suffered and to be suffered by reason or in consequence of the non-payment of said note. Of all which I notified the endorsers thereof.

[SEAL.] Thus done and protested at ——— aforesaid, the ——— day of ———, A. D. 18—.

V. V.,  
Notary Public.

(2.) *Form of Protest of a Bill of Exchange for Non-acceptance  
• or Non-payment.*

United States of America.

Here insert copy of the bill of exchange with the names of the endorsers appended to said copy.

Be it known, that on the day of the date hereof, at the request of O. O., the holder of the original bill of exchange, of which a true copy is above written, I, V. V., Notary Public for the Commonwealth of Pennsylvania, by lawful authority duly commissioned and sworn, residing in ———, during the usual hours of business for such purposes, presented the same at the place of business [or residence, if the party be not engaged in business] of C. D., the drawee [if presented for acceptance, or “the acceptor,” if presented for payment] thereof, to the said C. D. [or to a man in attendance, as the case may be], and requested acceptance thereof [if presented for acceptance, or “demanded payment thereof (the time limited therein, and the usual days of grace having expired)” if presented for payment], which was refused, the said C. D. [or as the case may be] replying [here insert as nearly as possible, the words of the reply], or words to that effect.

Whereupon I, the said notary, at the request aforesaid, have protested, and do hereby solemnly protest, against all persons and every party concerned therein, whether as maker, drawer, drawee, acceptor, payer, endorser, guarantee, surety, or otherwise howsoever, against whom it is proper to protest, for all exchange, re-exchange, costs, damages, and interest, suffered and to be suffered for want of acceptance (or payment) thereof. Of all of which I notified the drawer and endorsers of said bill of exchange.

[SEAL.] Thus done and protested at ——— aforesaid, the ———  
day of ———, A. D. 18—. V. V.,  
Notary Public.

(3.) *Form of a Notice to Endorser of Protest of a Promissory Note  
for Non-payment.*

———, ———, 18—.

Payment of A. B.’s note in favor of C. D., and by you endorsed, dated ———, ———, 18—, for ——— dollars, delivered to me for protest by E. F., the holder, being this day due, demanded, and

refused, it has been by me duly protested accordingly, and you will be looked to for payment, of which you hereby have notice.

To G. H.

V. V.,  
Notary Public.

(4.) *Form of Notice of Protest for Non-payment (or Non-acceptance) to the Drawer of a Bill of Exchange.*

\_\_\_\_\_, \_\_\_\_\_, 18—.

Payment (or acceptance) of your bill of exchange or draft on C. D., in favor of E. F., dated [\*] \_\_\_\_\_, \_\_\_\_\_, 18—, for \_\_\_\_\_ dollars, delivered to me for protest by G. H., the holder, being this day (if protested for non-payment, here insert "due") demanded and refused, it has been by me duly protested accordingly, and you will be looked to for payment, of which you hereby have notice.

To A. B.

V. V.,  
Notary Public.

(5.) *Form of Notice of Protest for Non-payment (or Non-acceptance) to an Endorser of a Bill of Exchange.*

\_\_\_\_\_, \_\_\_\_\_, 18—.

Acceptance (or payment) of a certain bill of exchange or draft drawn by A. B. on C. D., in favor of E. F., and by you endorsed, dated, &c. (as in Form No. 4, from [\*]).

To R. P.

(6.) *Marine Protest.*

United States of America.

Commonwealth of Pennsylvania, }  
City of Philadelphia. } ss.

To all to whom these presents shall come, I, V. V., a Notary Public in and for the Commonwealth of Pennsylvania, duly commissioned and sworn, and dwelling in the city of Philadelphia, send greeting: Know ye, that on the \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord one thousand eight hundred and \_\_\_\_\_, before me appeared A. B., master of the ship called the Rover, and noted in due form of law, with me, the said V. V., his protest, for the uses and purposes hereinafter mentioned. And now, to wit, the day of the date hereof, before me, the said notary, at the city of Philadelphia aforesaid, again comes said A. B. and requires me to extend his protest; and together with the said A. B. also came

C. D., E. F., and G. H., seamen belonging to the aforesaid ship, all of whom, being by me severally duly sworn according to law, voluntarily, freely, and solemnly do declare and depose as follows, that is to say: That they, the said appearers, in their several capacities aforesaid, sailed and departed in and with the said ship Rover, from ———, on the ——— day of ———, having on board the said ship a cargo of ———, and bound for the port of ———; that the said ship was then stout, staunch, and strong, had her cargo properly stowed and secured, was well and sufficiently victualled, apparelled, and appointed, and was in every respect fit for sea and the voyage she was about to undertake; that after the said ship had been at sea ——— days, namely, on the ——— day of ——— (here detail all the circumstances attending the loss of or injury to the vessel). And the said A. B. further says, that as all the damage and injury which already have or may hereafter appear to the said ship or her said cargo, have been occasioned solely by the circumstances hereinbefore stated, and cannot or ought not to be attributed to any insufficiency of the said ship, or to any omission, neglect, or mismanagement on the part of the said master or his officers or crew, he, the said A. B., now desires to protest, requiring an act thereof from me, the said Notary Public, to avail him when and where needful and necessary; and in testimony of the truth of the premises the said appearers have hereunto respectively set their hands.

A. B., Master of Ship Rover.

C. D.,  
E. F.,  
G. H., } Seamen of “ “

Whereupon I, the said Notary Public, at the request aforesaid, do by these presents publicly and solemnly protest against winds and weather and seas, and against all and every accident, matter, and thing, had and met with as aforesaid, whereby or by means whereof the said ship or her cargo already has or hereafter shall appear to have suffered or sustained damage or injury, for all losses, costs, charges, expenses, damages, and injury which the said A. B., or the owner or owners of the said ship, or the owners, freighters, or shippers of her said cargo, or any other person or persons interested or concerned in either, already have paid, sustained, incurred, or been put unto, or may hereafter pay, sustain, incur, or be put unto, by or on account of the premises, or for which the insurer or insurers of the said ship or her cargo is or are respectively liable to

pay or make contribution or average, according to custom or their respective contracts or obligations; and that no part of such losses and expenses, already incurred or hereafter to be incurred, do fall on him, the said A. B., his officers or crew.

[SEAL.] Thus done and protested by me, the said Notary Public, at the city of Philadelphia, this ——— day of ———, in the year of our Lord one thousand eight hundred and ———.

Quod attestor:

V. V.,  
Notary Public.

### RECITALS.

A RECITAL is the repetition of some former writing, or the statement of some thing which has been done.

Recitals are used to explain those matters of fact which are necessary to make the transaction intelligible. Thus, in a deed, it is frequently necessary to recite certain matters connected with the title, for the purpose of explaining its derivation.

#### (1.) *Recital of Partition in the Orphans' Court.*

And, whereas, at an Orphans' Court held at ———, in and for the county of ——— aforesaid, the ——— day of, &c., upon the petition of Charles Bruce, eldest son and heir-at-law of the said Alan Bruce, praying the Court to award an inquest to make partition of the real estate of the said intestate in the said petition mentioned, to and among his children and representatives, in such manner, and in such proportions, as by the laws of Pennsylvania is directed and appointed, if such partition could be made without prejudice to or spoiling the whole; otherwise to value and appraise the same, the said inquest was awarded by the Court, according to the prayer of the said petitioner. Whereupon a writ of partition or valuation issued out of the said Court bearing teste the same ——— day of ———, to the sheriff of the said county directed, commanding him to summon an inquest, to make partition of the said real estate to and among the children and representatives of the said intestate, according to law, if such partition could be thereof made without prejudice to and spoiling the whole; but if such partition could not be thereof made as aforesaid, then to value and appraise the same. And that that partition or valuation so made he should distinctly and openly have before the Judges of the said Court, at ———, the ——— day of ——— then next. At which day, before the Judges aforesaid, the sheriff of the said

county, to wit, Paul Kinzer, made return of the said writ, with a schedule thereunto annexed, by which schedule or inquisition, under the hand and seal, as well of the said sheriff as of the inquest therein named, it appears by the oaths and affirmations of the said inquest, that the real estate in the said writ mentioned could not be parted and divided to and among the parties therein named, without prejudice to or spoiling the whole thereof. And therefore the inquest aforesaid, upon their oaths and affirmations aforesaid, have valued and appraised the same at the sum of ——— dollars, which return and valuation were, on motion, confirmed by the Court. And thereupon it was considered and adjudged by the said Court, that the said Charles Bruce, eldest son and heir-at-law of the said intestate, upon paying or securing to be paid unto the other children of said intestate their respective shares and dividends of and in the valuation money aforesaid, should hold and enjoy the real estate aforesaid, valued as aforesaid, to him, his heirs and assigns forever, as fully and freely as the said intestate had and held the same in his lifetime, agreeably to the Acts of Assembly in such case made and provided, as by the records and proceedings of the said Court, relation being thereunto had, more fully and at large appears.

*(2.) Of Sale by Order of the Orphans' Court.*

And whereas, at an Orphans' Court, held at ———, in and for the county of ———, the ——— day of ———, &c., upon the petition of Clara Bruce, administratrix of all and singular the goods, chattels, rights, and credits, which were of the said Alan Bruce at the time of his death, who died intestate, praying the court to grant her an order to make sale of the said messuage, &c., for the payment of the debts and maintenance and education of the minor children of the said intestate, it was ordered by the said court, that the said petitioner should, on the ——— day of ———, then next, expose the premises aforesaid to sale by public vendue or outcry, and sell the same for the purposes aforesaid, and that she should make report of her proceedings therein to the next Orphans' Court, to be held for the said county after such sale. In pursuance of which order the said Clara Bruce (after due public and timely notice by her given of the time and place of sale) did, on the day and time therein mentioned, expose the premises aforesaid to sale by public vendue or outcry, and sold the same to the said Edmund Earle for the sum of ———, he being the highest bidder, and that the highest

and best price bidden for the same, which sale, on report thereof made to the judges of the said court, the ——— day of ——— last, was confirmed by the said court; and it was considered and adjudged by the said court that the same should be and remain firm and stable forever, as by the records and proceedings of the said court, relation being thereunto had, appears.

(3.) *Of Deed and Will.*

It being the same premises which Theodore Vane and Magdalen, his wife, bearing date the ——— day of ———, A. D. ———, for the consideration therein mentioned, did grant and confirm unto Charles Bruce, and to his heirs and assigns, as in and by the said in part recited indenture (recorded, &c.), relation being thereunto had, appears. And the said Charles Bruce being so thereof in his lifetime, lawfully seized in his demesne, as of fee, of and in the said premises, made his last will and testament in writing, bearing date the ——— day of ———, A. D. ———, wherein and whereby (amongst other things) he did give and devise the same unto his son Alan Bruce (party hereto), in fee, as in and by the said recited will (since his decease duly proved, and remaining in the Register's Office at ———), recourse being thereunto had, appears.

(4.) *Of Partition by Deed.*

And whereas, by indenture of partition between the said Alan Bruce of the one part and Clyde Dunlap of the other part, made, bearing date the ——— day of, &c., partition of the said messuage, &c., with the appurtenances, was made between the said parties, wherein and whereby the piece or parcel thereof, bounded and limited as follows, to wit: Beginning, &c., containing ——— acres and allowance aforesaid, was released and confirmed to the said Clyde Dunlap, his heirs and assigns; to hold to him, the said Clyde Dunlap, his heirs and assigns, in severalty, forever, as in and by the said indenture of partition (recorded at ———, &c.), relation being thereunto had, appears.

(5.) *Of an Estate of Intestate conveyed by the Heirs.*

It being the same tract of land which the Commonwealth of Pennsylvania, by patent bearing date the ——— day of ———, A. D. ——— (enrolled in the Rolls Office for the State of Pennsylvania, in Patent Book, No. ———, p. ———, &c.), for the con-

sideration therein mentioned, did grant and convey unto Karl Ellis in fee, who being thereof lawfully seized, died intestate, leaving issue Elmer Ellis and Nora, intermarried with Norman Elliott, to whom the same by the laws of Pennsylvania did descend and come. And the said Elmer Ellis and Norman Elliott, and Nora, his wife, by their joint indenture, bearing date the —— day of ——, A. D. 18—, for the consideration therein mentioned, did grant and convey the same unto the said Alton Byers (party hereto) in fee, as in and by the said indenture (recorded or intended to be recorded, &c.), relation being thereunto had, appears.

(6.) *Of Partition by Writ.*

And whereas, by virtue of a certain writ *de partitione facienda*, issuing out of the County Court of Common Pleas of the County of —— aforesaid, bearing teste the —— day of, &c., for partition of the said tract of land, with the appurtenances, there was duly allotted and assigned unto the said Clyde Dunlap a certain piece or parcel of land (part of the said tract), bounded and described as follows, viz.: Beginning, &c., containing —— acres and allowance aforesaid, with the appurtenances; to hold the same to him, the said Clyde Dunlap, his heirs and assigns, in severalty, forever, as by the said writ *de partitione facienda*, and return of the sheriff thereupon duly made, and remaining among the records and proceedings of said court for the term of ——, recourse being made thereunto had, appears.

(7.) *Of a Deed by Sheriff.*

And whereas, Irving Somers, High Sheriff of the county of —— aforesaid, by deed poll, under his hand and seal, bearing date the —— day of, &c., for the consideration therein mentioned, did, by virtue of a certain writ of *venditioni exponas* therein recited, grant and confirm unto Claude Dare, and to his heirs and assigns, all that said messuage, &c., late the estate of the said Arthur Brent, with the appurtenances. To hold the same to the said Claude Dare, his heirs and assigns, forever, according to the Act of General Assembly in such case made and provided, as by the said recited deed poll, duly acknowledged and entered among the records of the Court of Common Pleas of said County, relation, &c., appears.



(8.) *Of a Deed by Executors.*

And whereas, the said Mahlon Reigart and Eric Reigart, executors of the testament and last will of Ishmael Reigart, deceased, by virtue of the power and authority to them given by the said will, and pursuant to the directions thereof, did, by indenture under their hands and seals, bearing date the ——— day of, &c., for the consideration therein mentioned, grant and confirm unto Earle Franks, and to his heirs and assigns, all that the said messuage, &c., with the appurtenances. To hold the same to him, his heirs and assigns, forever, as in and by the said recited indenture (recorded at ———, &c.), relation being thereunto had, appears.

(9.) *Of a Patent.*

Whereas, the Commonwealth (or the Honorable Irving Parke, &c.) of ———, by patent or grant under the great seal, bearing date the ——— day of, &c., for the consideration therein mentioned, did grant and confirm unto Alan Bruce, and to his heirs and assigns, a certain tract of land situate in the township of ——— in the county of ——— aforesaid, by marks and bounds in the same patent particularly described, containing, &c., with the appurtenances. To hold the same to him, his heirs and assigns, forever, as in and by the said recited patent (recorded at ———, in Patent Book B, vol. ———, page ———), relation being thereunto had, more fully and at large appears.

(10.) *Of a Deed by Attorney.*

And whereas, the said Charles Dana, by his attorney Edmund Farr, by letter of attorney under the hand and seal of the said Charles Dana, bearing date the ——— day of, &c., lawfully constituted, did, by indenture, bearing date the ——— day of, &c., for the consideration therein mentioned, grant and confirm unto Geoffrey Humboldt and to his heirs and assigns, all that messuage, &c., with the appurtenances. To hold the same to him, his heirs and assigns, forever, as in and by the said last recited indenture (recorded at ——— aforesaid, in Book B., &c.), relation being thereunto had, appears.

(11.) *Of a Grant.*

And whereas, the said Alan Bruce, by indenture under his hand and seal, bearing date the ——— day of, &c., for the consideration

therein mentioned, did grant and confirm unto Clarence Dare, and to his heirs and assigns, all that (tract or piece of land, part of the said above-mentioned tract, bounded and described as follows, to wit: Beginning, &c., containing ——— acres, and allowance, afore-said with the appurtenances). To hold the same to him, his heirs and assigns, forever, as in and by the said recited indenture (recorded at ———, &c.), relation being thereunto had, appears.

(12.) *Of a Devise.*

By force and virtue of which said recited indenture, or of some other good conveyances or assurances in the law, duly had and executed, the said Charles Dana became in his lifetime lawfully seized in his demesne as of fee, of and in the said tract of ——— acres of land, with the appurtenances, and being so thereof seized, made his last will and testament in writing, bearing date the ——— day of, &c., wherein and whereby (amongst other things) he did give and devise the said tract of land unto his son Clarke Dana, and to his heirs, as in and by the said recited will (since his decease duly proved and remaining in the Register's Office at ———), reference being thereunto had, appears.

(13.) *Of Descent.*

By force and virtue of which said recited indenture, or of some other good conveyances or assurances in the law, duly had and executed, the said Alan Bruce became in his lifetime lawfully seized in his demesne as of fee, of and in the said tract of land, with the appurtenances, and being so thereof seized, died intestate, leaving issue four children, to wit: Alma, Jessie, Magdalen (the wife of Irving Somers), and Helen, to whom the same by the laws of Pennsylvania relating to intestate estates did descend and come.

(14.) *Of Administration de bonis non with the Will annexed.*

And whereas, administration of the goods, chattels, and credits of the said Walter Young, with his will annexed, unadministered by the said Marian Brant, hath been duly granted by ——— to the said Jesse Grove.

(15.) *That Letters of Administration have been duly Granted.*

And whereas, the said Wade Waltham has lately died intestate, and administration of his goods, chattels, rights, and credits hath been duly granted by ——— to the said John Hurly, party hereto.

(16.) *That a Will was Duly Proven.*

And whereas, the said Jess Grant and Albert Grant, soon after the testator's death, to wit, &c., duly proved the said will, together with a codicil thereto, before the Register of Wills of the county of ———.

**REGISTER, PROCEEDINGS BEFORE.**

The proceedings had before REGISTER OF WILLS, &c., touching the granting of letters testamentary and of administration, contests relating to the same, and to appeals to the Court of Common Pleas and Orphans' Court upon the decisions of such officer, are controlled by Acts of Assembly too numerous to be recited here. Since the adoption of the Constitution of 1874, and the abolishment of Registers' Courts, the practice has been, in some particulars, materially changed, and a reference must be had to the statutes and the decisions under them as a guide in practice.

(1.) *Citation to take Letters.*

The Commonwealth of Pennsylvania.

Blair County, ss.

To Henrietta Doe, widow of John Doe, late of the city of Altoona, county aforesaid, deceased, greeting:

At the instance of Howard Doe, you are hereby cited to be and appear before me, James S. Plummer, Esq., Register for the Probate of Wills and granting Letters of Administration in and for the said county, at my office in Hollidaysburg, on the ——— day of ———, A. D. 18—, at ——— o'clock —, M. of said day, then and there to accept or renounce your right to administer upon the estate of John Doe, who lately died intestate, or in default thereof, to show cause, if any you have, why letters of administration shall not be granted unto the said Howard Doe, or some other fit person; hereof fail not.

Given under the hand of the said James S. Plummer, Esq., and the seal of the said office at Hollidaysburg, the ——— day of ———, A. D. 18—.

JAMES S. PLUMMER,

[SEAL.]

Register.

(2.) *Caveat on Letters of Administration.*

To James S. Plummer, Esq., Register of Wills for the county of Blair.

You are hereby notified not to grant letters of administration upon the estate of John Doe, late of the city of Altoona, in said

county, deceased, to ——— (or to any person whomsoever); without first giving me notice as a party interested in the estate of the said decedent.

Yours, &c.,

HOWARD DOE.

(3.) *Exception to Sufficiency of Surety in Bond of Administrator.*

Before the Register of Wills of the county of Blair.

In the matter of the estate of John Doe, late of the city of Altoona, in the county of Blair, deceased, who died intestate.

To James S. Plummer, Esq., Register of Wills.

You will please take notice, that as a party interested in the estate of John Doe, deceased, being a son and heir of said decedent, I do except to the sufficiency of John Fox and Eli Root as sureties in the administration bond with Henrietta Doe, administratrix, &c., of the said John Doe, deceased; and that I further except to the sufficiency of the sum of ——— dollars in which the said administratrix and sureties are bound in said bond.

HOWARD DOE.

(4.) *Notice by Register of Exception to Bond.*

Before the Register of Wills of Blair County.

In the matter of the estate of John Doe, late of the city of Altoona, in the county of Blair, deceased.

To Henrietta Doe, Administratrix, &c., of John Doe, deceased.

Notice is hereby given you that Howard Doe, a son and heir of said decedent, has this day filed exceptions to the sufficiency of the sureties with you in your bond as administratrix of said estate, as well as to the sufficiency of the sum in which you with said sureties are bound in said bond. These are therefore to require you to appear before me at my office, in the borough of Hollidaysburg, on the ——— day of ——— next, at ——— o'clock —, M. of said day, to show cause against the allowance of said exceptions.

Witness my hand and seal of said office, the ——— day of ———, A. D. 18—.

JAMES S. PLUMMER,

• [SEAL.]

Register.

(5.) *Order of Register on Hearing Parties.*

Before the Register of Wills of Blair County.

In the matter of the exceptions of Howard Doe, a son and heir of John Doe, late of the city of Altoona, in the county of Blair, deceased, to the sufficiency of John Fox and Eli Root, sureties in the administration bond of Henrietta Doe, administratrix, &c., of the said deceased, as also to the sufficiency of the sum in which the said administratrix and sureties are bound.

Now, ———, A. D. 18—, upon hearing the objections of the said Howard Doe in the above-stated matter, and hearing also the said Henrietta Doe, it is considered by James S. Plummer, Register aforesaid, that the surety in said administration bond and the amount of said bond are both sufficient, and the exceptions thereto are not sustained (or it is ordered by James S. Plummer, Register aforesaid, that the said Henrietta Doe do find additional surety with her as administratrix aforesaid in the sum of ——— dollars, it being the opinion of the Register that neither the sureties in said bond nor the amount thereof are sufficient).

(6.) *Order of Register on Refusal to give additional Security.*

Before the Register of Wills of the county of Blair.

In the matter of the estate, &c.

And now, ———, A. D. 18—, the letters of administration on the estate of the said decedent heretofore granted to Henrietta Doe are revoked, she having neglected and refused to furnish the additional surety with her as administratrix aforesaid in compliance with the order of the Register, made on the ——— day of ——— last, and letters of administration *de bonis non*, &c., of the said John Doe, deceased, are granted to the said Howard Doe, the person next in law entitled thereto, he entering into bond to the Commonwealth in usual form in the sum of ——— dollars with Mason Mark and Peter Pense, sureties approved by the Register.

(7.) *Appeal to Orphans' Court from decision of Register on grant of Letters of Administration.*

In the matter of the estate of John Doe, late of the city of Altoona, county of Blair, deceased.

And now, ———, 18—, Bushrod Doe enters protest against granting letters of administration to Henrietta Doe on the estate of

John Doe, the above-named decedent, and declares his intention to appeal therefrom to the Orphans' Court.

BUSHROD DOE.

(Or ———, Attorney for BUSHROD DOE.)

(8.) *Petition for leave to enter Appeal.*

To the Honorable the Judges of the Orphans' Court of Blair County.

The petition of Bushrod Doe, a son and heir of John Doe, late of the city of Altoona, county of Blair, deceased, respectfully represents: That the said John Doe died on or about the ——— day of ———, 18—, leaving to survive him a widow, Henrietta Doe, and two children, viz., Howard Doe, a son of said decedent, and said Henrietta, and your petitioner, who is a son of said decedent, and a former wife, deceased (or as may be) [§].

That James S. Plummer, Esq., Register for the Probate of Wills and the granting of Letters of Administration, in said county, on the ——— day of ———, 18—, granted letters of administration on the estate of said decedent to Henrietta Doe, widow aforesaid, notwithstanding your petitioner presented, as he believes, good, adequate, and legal reasons why said letters should be granted to your petitioner and not to the said widow, and from his decision in that behalf your petitioner has entered with the said register his protest and intention to appeal therefrom, as will appear by reference to the records in the office of said register.

Your petitioner believes that the said register erred in making the decision as aforesaid, to the damage of your petitioner, and in this behalf he sets forth the following grounds for his appeal to the Court for the correction of said error (here set out the same fully).

Your petitioner therefore prays leave to enter his appeal in this Court, and prays further, that a citation may be issued to the said Henrietta Doe, commanding her to appear and show cause why the letters of administration granted to her shall not be revoked, and why the same shall not be granted to your petitioner. That a citation may issue to James S. Plummer, Esq., commanding him to show cause why he should not produce in this Court the records and files in his office, made and entered, concerning the matter aforesaid, and also to show cause why letters of administration should not be granted your petitioner on the bonds and securities your petitioner has heretofore tendered him, and that a citation

may also issue to the said widow and said Howard Doe, to show cause why the prayer of your petitioner should not be granted in manner and substance as aforesaid. And he will, &c.

Blair County, ss.

Bushrod Doe, the above petitioner, being duly sworn, says the statements made in his petition are true to the best of his knowledge and belief, and that his appeal is not taken for the purpose of delay, but because he verily believes injustice has been done him.

BUSHROD DOE.

Sworn and subscribed to before me, this ——— day of ———, A. D. 18—.

CHARLES GEESEY,  
C'lk of O. C.

(9.) *Decree of Orphans' Court on Appeal from the Register.*

In the Orphans' Court of Blair County.

In the matter of the estate of John Doe, late of the city of Altoona; county of Blair, deceased.

And now, ———, 18—, the appeal of Bushrod Doe from the decision of James S. Plummer, Esq., Register of Wills of the county of Blair, in the matter of granting letters of administration in said estate, having come on to be heard (if the matter has been referred to an auditor, say, "on the report of W. M. Bridenbaugh, auditor, and the argument of counsel"), it is thereupon ordered, adjudged, and decreed that the decision of the said register be sustained, and the appeal therein be dismissed, the costs thereof and of the proceedings before the said register to be paid by the said Bushrod Doe (or "that the said appeal be sustained, and that the decision of the said Register be reversed; and the Court do further order and direct that the letters of administration granted by said Register to said Henrietta Doe be and are hereby revoked, and that said Register shall grant letters of administration on the estate aforesaid to Bushrod Doe on his tendering a bond in the sum of ——— dollars, with sureties to be by him approved, and on his taking an oath in due form of law, and in all other respects complying with the law in that behalf. The costs of this appeal and of the proceedings before the said Register to be paid by the said estate," or as may be).

BY THE COURT.

(10.) *Caveat on Letters Testamentary.*

To James S. Plummer, Esq., Register of Wills for the county of Blair.

You are hereby notified not to probate any instrument or writing as, or alleged to be, the last will and testament of John Doe, late of the city of Altoona, in said county, deceased, without first giving me notice as a party interested in the estate of the said decedent.

Yours, &c.,

HOWARD DOE.

(11.) *Request to Register for an Issue on Will. Act March 15, 1832.*

Before the Register of Blair County.

In the matter of the estate, &c.

Notice is hereby given you that I, Howard Doe, a party interested in the above-named estate, being a son and heir of said decedent, object to the probate of the writing offered for that purpose as being the last will and testament of the said John Doe, deceased, by Newman Noggs, for the reason and upon the ground that the said John Doe was not of sound mind and memory at the time the said writing is said to have been executed, and further for the reason that the execution thereof was procured by fraud, threats, and imposition (or as may be), and the same was not the free act of the said decedent. I therefore request and demand that the Register of Wills of said county issue a precept to the Court of Common Pleas of said county, directing an issue to be formed to try by jury the validity of said writing.

HOWARD DOE.

(For Form of Declaration, see DECLARATIONS.)

(12.) *Suggestion of the Existence of a Will. Act March 15, 1832.*

Before the Register of Wills of Blair County.

In the matter of the estate of John Doe, late of the city of Altoona, county of Blair, deceased.

I, Howard Doe, a party interested in the above-named estate, being a son and heir of said deceased, do hereby inform the said Register that the said John Doe died on or about the ——— day of ——— last, having made a testamentary writing, which is the last will and testament of said deceased, and that the said writing is now in the possession or control of one Walter Weed; I therefore



request the said Register to issue a citation to the said Walter Weed requiring him to produce and deposit before him the said Register, the said testamentary writing that the same may be duly probated.

HOWARD DOE.

(Verified by affidavit.)

(Date.)

(13.) *Citation for Production of Will. Act March 15, 1832.*

Blair County, ss.

The Commonwealth of Pennsylvania to Walter Weed, greeting :

Whereas, Howard Doe, a son and heir of John Doe, late of the city of Altoona, county of Blair aforesaid, deceased, has represented to James S. Plummer, Register of Wills, of the said county, that there is in your possession or control a testamentary writing, alleged to be the last will and testament of said decedent :

These are therefore to require you forthwith to produce and deposit said writing in the office of the said Register in the Borough of Hollidaysburg for probate ; herein fail not at your peril.

Witness the said Register and his seal of office at Hollidaysburg aforesaid, the \_\_\_\_\_ day of \_\_\_\_\_, A. D. one thousand eight hundred and \_\_\_\_\_.

JAMES S. PLUMMER,

[SEAL.]

Register.

(14.) *Petition to Orphans' Court for leave to enter Appeal.*

To the Honorable the Judges of the Orphans' Court of Blair County.

(Commence and proceed as in Form No. 8 to [§].)

The petitioner further represents that, by caveat and evidence, he contested the probate of a certain writing produced before James S. Plummer, Esq., Register, &c., of said county of Blair, and alleged by Henrietta Doe, the widow aforesaid, and the said Howard Doe to be the last will and testament of the said deceased, and by which said last will and testament the said deceased hath appointed the said Howard Doe executor, and hath entirely disinherited the petitioner. That, notwithstanding the said caveat and contest, the said Register, on the \_\_\_\_\_ day of \_\_\_\_\_, 18—, admitted the said will to probate, and granted letters thereon to the said Howard Doe, as appears by reference to the records in the office of said Register.

That the said Register erred, as your petitioner believes, in making the decision aforesaid, to the damage of your petitioner, and in this behalf your petitioner sets forth the following grounds for his appeal to this Court for correction of said error. (Here set out the same fully), all of which the petitioner verily believes he can establish by evidence to the satisfaction of this Court if permitted so to do.

The petitioner therefore prays leave to enter his appeal in this Court, and he prays further that a citation may be issued to the said James S. Plummer, Esq., Register aforesaid, commanding him to show cause why he should not produce in this Court the records and files in his office made and entered concerning the matter aforesaid. And that a citation may also issue to the said Howard Doe and Henrietta Doe, commanding them to appear in Court to show cause why the said decision of the said Register should not be reversed, and why the probate of the alleged will and the letters granted thereon should not be revoked.

(15.) *Proof of Signature of a Deceased attesting Witness to Will.*

Blair County, ss.

Personally before me, James S. Plummer, Register of Wills in and for the county aforesaid, appeared Samuel Roberts, of said county, who, being duly sworn, says that he is well acquainted with Leslie Parker, late of the city of Altoona in said county, deceased, who was one of the subscribing witnesses to the last will and testament of John Doe, late of said county, deceased; that he is familiar with the handwriting of the said Leslie Parker, having frequently seen him write his own name, and having frequently received from him letters signed by himself (or as may be the case); that he has carefully examined the signature of Leslie Parker to the aforesaid last will and testament, being dated the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—, and verily believes the same to be in the own proper handwriting of the said Leslie Parker, who is now deceased. And further says not.

SAMUEL ROBERTS.

Subscribed and sworn to before me, this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 18—.

JAMES S. PLUMMER,

Register.

**RELEASE.**

A RELEASE is the discharge of a right of action which a man has, or may claim against another, or that which is his; the conveyance of a man's interest or right which he hath unto a thing, to another that hath the possession thereof, or some estate therein. Touch. 320.

(1.) *Release from the Lien of a Judgment.*

Whereas, X. X., of ———, has obtained a judgment in the Court of Common Pleas of ——— County, against O. O., of ———, to No. —, ——— Term, A. D. 18—, for the sum of ——— dollars and costs, which judgment now remains a lien on all the real estate of the said O. O. within the county aforesaid. And whereas the said O. O. hath requested that all that messuage, piece, or parcel of land situated, &c. (here describe it), which was conveyed to him by R. F. and wife, should be exonerated and discharged from the lien and operation of the judgment aforesaid. Now know ye, that the said X. X., favoring the request of the said O. O., and in consideration of one dollar, lawful money, at the execution hereof, by the said O. O. well and truly paid, the receipt whereof is hereby acknowledged, hath exonerated and discharged, and hereby doth exonerate and discharge the above-described messuage, piece, or parcel of land, with the appurtenances, of and from the lien and obligation of the said judgment, and of and from all suits, actions, executions, costs, damages, and demands whatsoever, for or on account, or by reason of the said judgment; provided, however, that nothing herein contained shall be construed so as to impair the operation of the said judgment against the said O. O. and his estates other than against the messuage, piece, or parcel of land hereinbefore expressly mentioned and described.

In witness, &c.

(For Form of Acknowledgment, see ACKNOWLEDGMENTS.)

(2.) *Release upon a Mortgage.*

Whereas, X. X., by indenture of mortgage, dated the ——— day of ———, A. D. 18—, recorded in the office for the recording of deeds, &c., at ———, in Mortgage Book V, page ———, did grant in mortgage to me Z. Z., of ———, to secure the payment of the sum of ——— dollars, with interest, a certain messuage, tenement,

&c. (here describe the premises as in the mortgage). And whereas, the said X. X. is desirous of having his said messuage and lot relieved from the operation of said mortgage.

Now I, the said Z. Z., in consideration of the premises, and of the sum of one dollar, to me in hand paid, by the said X. X., the receipt whereof I do hereby acknowledge, have covenanted, promised, and agreed, and hereby do, for myself, my executors, administrators, and assigns, covenant, promise, and agree with the said X. X., his heirs and assigns, that no execution or other final process, or proceeding in law, shall be sued, levied, taken, or executed by me, my heirs, executors, administrators, or assigns, by virtue of the said mortgage, on, for, or against the messuage and lot conveyed by the said X. X. to me, the said Z. Z. as above recited; and by these presents do remise, release, and forever quit-claim unto the said X. X., his heirs, executors, administrators, and assigns, the aforesaid described premises.

In witness whereof, &c.

(3.) *Release of Dower.*

Know all men by these presents, that I, Henrietta Mason, widow and relict of Gabriel Mason, late of the city of Altoona, county of Blair, and State of Pennsylvania, deceased, in consideration of the sum of one thousand dollars, unto me in hand paid by Elijah Mason, of the same place, son and heir of the said Gabriel Mason, deceased, at and before the ensealing and delivery hereof, the receipt of which is hereby acknowledged, have granted, released, and forever quit-claimed unto the said Elijah Mason, his heirs, executors, administrators, and assigns, all my right, title, interest, and demand whatsoever of or in any dower, thirds, or right of dower which I may have, or to which I may be entitled, in and to any and all real estate, wherever situated, of which the said Gabriel Mason died seized or which were of the said Gabriel Mason in his lifetime. To have and to hold the same unto the said Elijah Mason, his heirs, executors, administrators, and assigns, so that neither I or my heirs shall have any claim of dower, or any other claim or demand whatsoever in or to any part or parcel of any real estate of which the said Gabriel Mason died so seized as aforesaid.

In witness, &c.

(4.) *Release of Dower by Endorsement.*

Know all men by these presents, that I, W. W., widow and relict of the within-named O. W., deceased, for divers good causes and considerations, and especially for and in consideration of the sum of one dollar, to me in hand paid, by the within-named Z. Z., at and before the ensealing and delivery hereof, the receipt whereof I do hereby acknowledge, have remised, released, quit-claimed, and by these presents do remise, release, and quit-claim unto the said Z. Z., and to his heirs and assigns, all, and all manner of dower and right, and title of dower, and other interest, right, or title whatsoever, which I, the said W. W., now have, or may, might, should, or of right ought to have or claim, of, in, to, or out of, all that the within-mentioned messuage, &c., granted to the said Z. Z., and every part and parcel thereof, with the appurtenances; and also all manner of action and actions, writ and writs of dower, or other actions, and right to make distress, whatsoever; so that neither I, the said W. W., nor any other person or persons whatsoever, for me, or in my name, right, or stead, any manner of dower, or writs of dower, or actions, right or title of dower, or other interest, claim, or demand whatsoever of, or in the said messuage, &c., hereditaments and premises within mentioned, or of or in any part or parcel thereof, at any time hereafter, shall or may have, claim, or prosecute against the said Z. Z., his heirs or assigns.

In witness, &c.

(5.) *General Release of all Demands.*

Know all men by these presents, that I, X. X., of ———, as well for and in consideration of the sum of one dollar, to me in hand paid by Z. Z., of ———, at and before the sealing and delivery hereof, the receipt whereof I do hereby acknowledge, as for divers other good causes and valuable considerations, me thereto specially moving, have remised, released, quit-claimed, and forever discharged, and by these presents, for me, my heirs, executors, and administrators, do remise, release, quit-claim, and forever discharge the said Z. Z., his heirs, executors, and administrators, and every of them, of and from all, and all manner of action and actions, cause and causes of action and actions, suits, debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extents, executions, claims, and demands, whatsoever, in law

or equity, or otherwise howsoever, which against the said Z. Z. I ever had, now have, or which I, my heirs, executors, or administrators hereafter can, shall, or may have, for, upon, or by reason of any matter, cause, or thing whatsoever, in law or in equity up to the day of the date hereof.

In witness, &c.

(6.) *Mutual Release of Copartners on Settling Accounts.*

Whereas sundry accounts current, and otherwise, and dealings in trade, have been subsisting and depending, for many years last past, between X. X., of ———, and Z. Z., of the same place, which said accounts and dealings they have balanced and adjusted; by which it appears that nothing remains due from one to the other; therefore, to prevent any further disputes touching and concerning such accounts and dealings, and to ascertain and confirm such balance and adjustment, they, the said X. X. and Z. Z. have mutually agreed to give and execute reciprocal releases to each other.

Now know all men by these presents, that the said X. X., for the considerations aforesaid, and to prevent all further disputes, for himself, his heirs, executors, and administrators, hath remised, released, quit-claimed, and forever discharged, and by these presents doth remise, release, quit-claim, and forever discharge unto the said Z. Z., his heirs, executors, and administrators, all and all manner of actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, specialties, bonds, covenants, contracts, controversies, agreements, promises, variances, damages, judgments, executions, claims, and demands whatsoever, both at law and in equity, which against the said Z. Z., his heirs, executors, and administrators, he, the said X. X., now hath, or ever had, on account of their said mutual dealings, or for or by reason of any other cause, matter, or thing whatsoever, in law or in equity up to the day of the date hereof.

In witness, &c.

NOTE.—The counterpart of the above should be given by Z. Z. to X. X. reversing the order in which the names appear in the above form.

(7.) *Release by an Heir of Decedent to an Administrator for Payment of his Share of Decedent's Estate.*

Know all men by these presents, that I, S. W., of ———, one of the sons of H. W., late of ———, deceased, who died intestate, do hereby acknowledge that I this day have had and received of and

from T. R., administrator of the estate of the said H. W., deceased, the sum of ——— dollars, in full satisfaction and payment of all such sum or sums of money, share or shares, purparts, and dividends which were due, owing, payable, and belonging to me, by any means whatsoever, for or on account of my full share, part, or dividend of the real and personal (or personal, as the case may be) estate of my said father, deceased. And therefore I, the said S. W., do by these presents, remise, release, quit-claim, and forever discharge the said T. R., his heirs, executors, and administrators, of and from the said share or dividend of the estate aforesaid, and of and from all actions, suits, payments, accounts, reckonings, claims, and demands, for or by reason thereof, or of any other act, matter, cause, or thing whatsoever, in law or in equity up to the day of the date hereof.

In witness, &c.

(8.) *Release by Legatees to an Executor upon Payment of Legacy.*

Know all men by these presents, that H. B., of ———, and M. his wife, late M. M., one of the daughters and legatees named in the will of W. M., of ———, &c., deceased, do hereby acknowledge that they have this day had and received of and from D. J., executor of the last will and testament of the said W. M., deceased, the sum of ——— dollars, in full satisfaction and payment of all such sum or sums of money, legacies, and bequests as are given and bequeathed to the said M., by the last will and testament aforesaid, and all interest accrued thereon.

And therefore the said H. B., and M. his wife, do by these presents, remise, release, quit-claim and forever discharge the said D. J., his heirs, executors, and administrators, of and from the said legacy or legacies, and of and from all actions, suits, payments, accounts, reckonings, claims, and demands, for or by reason thereof, or of any other act, matter, cause, or thing whatsoever, in law or in equity up to the day of the date hereof.

In witness whereof, we have hereunto set our hands and seals, this ——— day of ———, A. D. 18—.

H. B., [SEAL.]

M. B. [SEAL.]

(9.) *Release by a Ward on coming of Age upon payment of her Property by her Guardian.*

Know all men by these presents, that I, O. O., of ———, spinster, having attained the age of twenty-one years, do hereby acknowledge that I this day have had and received of X. X., my guardian, duly appointed by the Orphans' Court of the said county of ———, the sum of ——— dollars, together with the bond to him given by my brother, Z. O., and his sureties, agreeably to the order of the said Court, in full satisfaction and payment of my share of the estate, real and personal, of my late father, W. O., deceased, and therefore I do by these presents remise, release, quit-claim, and forever discharge the said X. X., his heirs, executors, and administrators of and from the said guardianship, and of and from the said legacy or legacies, and of and from all actions, suits, payments, accounts, reckonings, claims, and demands for or by reason thereof, or of any other act, matter, cause, or thing whatsoever, in law or in equity up to the day of the date hereof.

In witness, &c.

(10.) *A Release of Mechanics' Liens.*

Whereas, we, the subscribers, have erected and furnished materials for erecting a ——— (here describe the building), belonging to X. X., of ———, on a lot or piece of ground situate, &c. (here describe the real estate on which the building is situated). And have agreed to release all liens which we, or any or either of us, have or might have, on the said real estate or building, by reason of materials furnished, or work performed for erecting the same. Now these presents witness, that we, the subscribers, for and in consideration of the premises, and of the sum of one dollar, to each of us, paid by the said X. X., at or before the sealing and delivery hereof, the receipt whereof we do hereby acknowledge, have remised, released, and forever quit-claimed, and by these presents, do remise, release, and forever quit-claim unto the said X. X., and to his heirs and assigns, all liens, claims, and demands whatsoever, which we, or any or either of us now have, or might or could have, on or against the said above-described building and premises, for work done, or for materials furnished for erecting and constructing the said building or otherwise howsoever, so that he, the said X. X., his heirs and assigns, shall and may have, hold, and enjoy the said building and premises, freed and discharged



from all liens, claims, and demands whatsoever, which we, or any or either of us, now have, or might or could have, on or against the same, if these presents have not been made.

In witness whereof, we have hereunto set our hands and seals, the \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord, one thousand eight hundred and \_\_\_\_\_.

Signed, sealed, and delivered }  
in presence of  
D. R.,  
W. D.

R. R., [SEAL.]  
Plastering.  
V. V., [SEAL.]  
Painting.  
Q. Q., [SEAL.]  
Stone, &c.

NOTE.—All material men and mechanics should sign the release.

(11.) *Release of Legacy charged on Land.*

Know all men by these presents, that I, A. B., of, &c., have this day received of C. D., of, &c., the sum of \_\_\_\_\_ dollars in full payment and satisfaction by the legacy bequeathed to me by E. F., late of, &c., deceased, with legal interest thereon, and by his last will and testament charged on the land devised by him to the said C. D., as described and set forth in said last will and testament recorded in the office of the Register of Wills in and for \_\_\_\_\_ County, as follows, viz. (here describe lands).

In consideration of the said sum so as aforesaid paid me by the said C. D., I do hereby release, remise, quit-claim, and forever discharge the said C. D., his heirs and assigns, from any and all further liability for the payment of said legacy, and I do also release and forever discharge the lands aforesaid from any and every charge or lien on account of the aforesaid legacy.

(12.) *Release of Recognizance in Partition to secure Interest of Heir.*

Whereas, such proceedings were had in the partition of the real estate of E. F., late of, &c., deceased, that C. D., of, &c., accepted share or purpart No. 2, and to secure the payment of the money due, entered into recognizance before the Orphans' Court of \_\_\_\_\_ County, with G. H. as surety.

Now, know all men by these presents, that I, A. B., of, &c., do hereby acknowledge to have received this day full payment and satisfaction of all claims and demands for or on account of said recognizance, and I do hereby remise, release, quit-claim, and for-

ever discharge the said C. D., his heirs, executors, administrators, and sureties, as well as the land so as aforesaid accepted by him, and bound by the recognizance aforesaid, from any and all further liability for or on account of the same.

(13.) *Release of a Bastard by its Mother to the Father.*

Know all men by these presents, that whereas X. X., of ———, spinster, has lately been delivered of a male (or female) bastard child (or is now pregnant with child, as the case may be), in said township, and has charged Z. Z., of the same place, with being the father thereof; and whereas the said X. X. has this day agreed with the said Z. Z. to take the sum of ——— dollars, in full satisfaction for the lying-in expenses, maintenance, educating, and bringing up of the said child: Therefore know ye, that the said X. X., for and in consideration of the said sum of ——— dollars, to her in hand paid by the said Z. Z., at and before the ensealing and delivery hereof, the receipt whereof is hereby acknowledged, hath remised, released, quit-claimed, and by these presents doth remise, release, quit-claim, and forever discharge the said Z. Z., his heirs, executors, and administrators, of and from all manner of criminal and civil action or actions, now brought, or hereafter to be brought against him, and also from all debts, payments, accounts, claims, and demands whatsoever, the said X. X. ever had, now hath, or hereafter shall or may have against the said Z. Z., his heirs, executors, and administrators, for or on account of the birth, maintenance, educating, and bringing up of said child; or for or by reason of any matter, cause, or thing whatsoever, touching or concerning the same. (If surety be given for the due performance of the covenants, in the above release, add as follows): And further, for the true observance of the covenants aforesaid, the said X. X. and V. V. do hereby bind themselves, their heirs, executors, and administrators, and every of them, unto the said Z. Z., his heirs, executors, administrators, and assigns, in the penal sum of ——— dollars, lawful money. The condition of this obligation is such, that if the said X. X. shall and do, in all things, well and truly observe, fulfil, and keep the covenants aforesaid, which, on her part and behalf, are to be observed and kept, according to the true intent and meaning of the same, as mentioned in the above-written release, then this obligation to be void, or else to be and remain in full force and virtue.

In witness, &c.

**ROADS.**

ROADS, Highways, and Bridges in Pennsylvania are regulated by numerous Acts of Assembly, supplemented by the Rules of Court of many of the Judicial Districts of the Commonwealth. The principal general Act is that of 13 June, 1836. There are, also, numerous decisions of our Courts upon the subject to which, and to the Acts of Assembly aforesaid, reference may be had.

(1.) *Petition for a Private Road. Act June 13, 1836.*

To the Honorable the Judges of the Court of Quarter Sessions of the County of ———.

The petition of A. B., of the said county, respectfully represents: That your petitioner labors under great inconvenience for want of a private road, to lead from, &c., to &c. (as the case may be); he therefore prays the Court to appoint proper persons to view and lay out the same. And he will ever pray, &c.

NOTE.—The place of beginning and the place of the ending of the road must be named in the petition, but none of the intermediate points.

(2.) *Petition for a Public Road. Act June 13, 1836.*

To the Honorable, &c.

The petition of the undersigned, inhabitants of the Township of ———, in the said county, respectfully represents: That your petitioners labor under great inconveniences for want of a public road or highway, to lead from, &c., to, &c. Your petitioners therefore pray the Court to appoint proper persons to view and lay out the same, and they will ever pray, &c.

(3.) *Certificate of Appointment of Viewers; General Form.*

——— County, ss.

At a Court of Quarter Sessions of the Peace, held at [SEAL.] ———, for the county of ———, on the ——— day of ———, A. D. 18—, before the Honorable ———, President, and his Associates, Judges of said Court.

The petition of divers inhabitants was presented, setting forth that they labor under inconvenience, for want of a public road, to begin at, &c. (as described in the petition), and praying the Court to appoint ——— (number of viewers) duly qualified persons to

view the ground proposed for said road, and, if they see occasion, lay out the same, &c., and make report of their proceedings according to law.

Whereupon the Court do order and appoint —— (naming the viewers), —— persons qualified according to law, who, or any —— of them, after being respectively sworn or affirmed to perform the duties of their appointment with impartiality and fidelity, are to view the ground proposed for the said road, and if they, or any —— of the actual viewers, agree that there is occasion for such road, they shall proceed to lay out the same, having respect to the shortest distance and best ground for said road, and in such manner as to do the least injury to private property, and as far as practicable agreeably to the prayer of the petitioners; and if practicable, the said viewers shall lay out said road at an elevation not exceeding five degrees, except at the crossing of ravines and streams, where, by moderate filling and bridging, the declination thereof may be preserved within that limit. The viewers shall make full report to the next term of said Court, stating particularly whether the road desired be necessary for a public or private road, and shall also annex to their return a plot or draft thereof, and the courses and distances; noting briefly the improvements through which it may pass.

(If the viewers are appointed under any special Act of Assembly requiring notice to be given to the owners or occupants of the lands through which the road is intended to pass; or if, by rule of Court, any special notice is required, here set out such fact briefly, designating the parties to be notified, and the character of such notice, in accordance with the provisions of such Act or such rule.)

(4.) *Report of Viewers against Laying out the Road.*  
*Act June 13, 1836.*

To the Honorable the Judges within named.

We, the undersigned, appointed by the annexed order, respectfully report: That having all been present, at the view of the ground proposed for the road, in said order mentioned, and having all been first severally sworn or affirmed, we have, in pursuance of the said order, viewed the ground proposed for such road, and are of opinion that there is no occasion for the same, and that the same is not necessary for a private (or public) road.

Witness our hands, &c.

(5.) *Report of Viewers in favor of Laying out the Road.*  
*Act June 13, 1836.*

To the Honorable the Judges within named.

We, the undersigned, appointed by the annexed order, respectfully report: That having all been present (or as may be) at the view of the ground proposed for such road, and having all been first severally sworn or affirmed, we, in pursuance of the said order, have viewed and laid out, and do return for private (or public) use, the following road, to wit, beginning, &c. (describe the courses and distances, in words, not in figures, referring to the buildings and improvements, near, through, or along which the road passes, stating whether the lands through or along the same are improved lands, and whether the same are arable, wood, or meadow lands of the owner, naming him), a plot or draft whereof is hereunto annexed, in which draft are set out the courses and distances, and the buildings and improvements near, through, or along which the road passes. Which said road, so as aforesaid laid out, we are of opinion is necessary for a private (or public) road.

Witness our hands, &c.

(6.) *Petition to Lay out and Vacate.* *Act June 13, 1836.*

To the Honorable, &c.

The petition of the undersigned respectfully represents: That they labor under inconvenience for want of a public road, to begin at, &c., and to end at, &c. The petitioners therefore pray the Court to appoint six (or as may be), persons qualified according to law, to view the ground proposed for such a road, and, if they should see occasion to lay out the same, to inquire of, and vacate the public road now opened from, &c., to, &c., which last-mentioned road will, by reason of the laying out of the proposed road, become useless; and make report of their proceedings to the next Court. And they will, &c.

(7.) *Petition to Vacate.* *Act June 13, 1836.*

To the Honorable, &c.

The petition of the undersigned respectfully represents: That a road has been long since laid out from, &c., to, &c., which road (or part of which road) beginning, &c., your petitioners conceive, is now become useless, inconvenient, and burthensome, and they therefore

pray the Court that the said road may be vacated, agreeably to the Act of Assembly in such case made and provided. And they will ever pray, &c.

(8.) *Petition to Change Route. Act June 13, 1836.*

To the Honorable, &c.

The petition of the undersigned respectfully represents: That a public road, beginning at, &c. (describe the road), laid out by order of this Court, was confirmed at the ——— sessions thereof, A. D. 18—; and that the same in its present location has become inconvenient, and would better accommodate the travelling public by being changed so as to begin and end at the same points, but (set out the change desired).

The petitioners therefore pray the Court to inquire of and change the said road, and for such purpose to appoint ——— persons, qualified, according to law, to view the said road and the ground proposed for the said change, and inquire of the premises and make report of their proceedings at the next term of this Court. And they will, &c.

(9.) *Petition for a Review of a Public Road. Act June 13, 1836.*

To the Honorable, &c.

The petition of the undersigned, inhabitants of, &c., in said county, respectfully represents: That a road hath been lately laid out by order of Court, from, &c., to, &c., which road (if confirmed by the Court) will be very injurious to your petitioners and burdensome to the inhabitants of the township through which the same will pass. Your petitioners therefore pray your Honors to appoint proper persons to review the said road and parts adjacent, and make report to the next Court, and they will ever pray, &c.

(10.) *Report of Reviewers against Laying out a Public Road.  
Act June 13, 1836.*

To the Honorable the Judges within named.

We, the undersigned, appointed by the annexed order, respectfully report: That, having all been present at the review of the said road, and parts adjacent, and having been first severally sworn or affirmed, we have reviewed the same, and are of opinion that there is no occasion for such a road, and that the same is not necessary for a public road.

Witness our hands, &c.

(11.) *Report of Reviewers in favor of Laying out a Public Road.*  
*Act June 13, 1836.*

To the Honorable the Judges within named.

We, the undersigned, appointed by the annexed order, respectfully report: That, having all been present at the review of the said road, and parts adjacent, and having all been first severally sworn and affirmed, we did review the same, and have laid out, and do return for public use the following road, to wit (here describe the road as directed in the form No. 5), a plot or draft of which is hereto annexed; which road, so as aforesaid laid out, we are of opinion is necessary for a public road.

Witness our hands, &c.

(12.) *Report of Viewers in favor of Vacating a Public Road.*  
*Act June 13, 1836.*

To the Honorable the Judges within named.

We, the undersigned, appointed by the annexed order, do report: That, having all been present at the view of the said road, and having all been first severally sworn or affirmed, in pursuance of the said order, we have viewed the said road, and that we are of opinion that the same has become useless, inconvenient, and burdensome, and ought therefore to be vacated.

Witness our hands, &c.

(13.) *Report of Viewers against Vacating a Public Road.*  
*Act June 13, 1836.*

To the Honorable the Judges within named.

We, the undersigned, appointed by the annexed order, do report: That, having all been present at the view of the said road, and having all been first severally sworn or affirmed, in pursuance of the said order, we have viewed the said road, and that we are of opinion that the same has not become useless, inconvenient, and burdensome, and that there is no cause for vacating the same.

Witness our hands, &c.

(14.) *Report of Viewers appointed to Lay out or Vacate. Act June 13, 1836. See also Purd. Digest, p. 1274, pl. 14, &c.*

To the Honorable the Judges within named.

We, the undersigned, appointed by the annexed order, do report: That, after having been severally sworn and affirmed, all the

viewers appointed by said order viewed the ground proposed for the within mentioned road, and the undersigned, a majority of said viewers, do agree that there is occasion for a road as desired by the petitioners, and that the same is necessary for a public road; and we do return for public use the following described road, to wit: Beginning, &c. (give description of the road). The undersigned further report, that they endeavored to procure from all the owners of the land over which said road passes, releases in writing of all claims to damages that may arise from opening the same, and that they procured such releases from X. X. and Z. Z., and failed to procure releases from R. R. and S. S., and therefore having taken into consideration the advantages to be derived to the said R. R. and S. S. from the road passing through their lands, we have assessed the damages sustained by the said R. R. at fifty dollars, and the damages sustained by the said S. S. at one hundred dollars. And we further report, that we have viewed and do vacate the following described public road, viz. (describing it), which, by reason of the laying out of the first mentioned road, has become useless. We further report, that before the said view, public notice of the time and place of the meeting of the viewers was given to all parties in interest according to law, and we annex a plot or draft of said road laid out, stating the courses and distances, noticing briefly the improvements through which the same passes, with a description also, and draft of the road vacated, and we herewith also return the releases obtained and a copy of said notices.

Witness our hands, &c.

(15.) *Order of Court confirming Report of Viewers Vacating a Public Road.*

Blair County, ss.

At a Court of Quarter Sessions of the Peace, held and [SEAL.] kept at Hollidaysburg, on the ——— day of ———, A. D. 18—, before the Honorable John Dean and his Associates, Judges of said Court.

A. B., C. D., &c. (the viewers who signed the report), the persons appointed by order of this Court of ——— Sessions, A. D. 18—, to view a road leading from, &c., to, &c. (or part of such road, as set forth in the petition), and to consider and judge whether the same is become useless, inconvenient, and burdensome, do report: That (here insert as in report); whereupon, the Court approve of and



confirm the said report, and order that the said road be vacated accordingly.

BY THE COURT.

CHARLES GEESEY,  
Clerk.

(16.) *Petition for the Appointment of Viewers to Assess Damages.*  
*Act June 13, 1836.*

To the Honorable, &c.

The petition of A. B. respectfully represents: That a public road or highway (or private road) has been laid out and opened, within one year last past, through the lands of your petitioner by the order of the said Court; and that by the opening of said road, your petitioner has sustained great injury and damage, to wit (here set out the injury caused). Your petitioner therefore prays your Honors - to appoint six disinterested persons to view the premises, and assess the damages which your petitioner may have sustained. And he will pray, &c.

(17.) *Oath of Viewers appointed under above Petition to Assess Damages.*

You and every of you do swear (or "do swear by Almighty God, the searcher of all hearts," or "solemnly, sincerely, and truly declare and affirm") that you will justly and truly value the damages (if any) which the petitioner in this order mentioned has sustained by reason of the road which has been laid out through his lands, and that you will also consider the advantage as well as the disadvantage of the said road. So help you God (or "as you shall answer to God at the great day," or "and so you affirm.")

(18.) *Report of Viewers appointed to Assess Damages.*  
*Act June 13, 1836.*

To the Honorable, &c.

The undersigned, appointed by the annexed order of Court, for the purposes therein mentioned, report: That, having been severally duly sworn and affirmed, we viewed the premises in said order mentioned, on the ——— day of ———, A. D. 18—, and, having taken into consideration the advantages derived from said road passing through the land of the said A. B., do assess the damages sustained by him at two hundred dollars.

Witness our hands, &c.

(19.) *Petition for Privilege to use Private Road. Act June 13, 1836.*

To the Honorable, &c.

The petition of A. B. respectfully represents: That a private road, laid out on the petition and at the expense of X. X., from, &c., to, &c., in said county, was approved by this Court at the ——— sessions thereof; that the petitioner is desirous of having the privilege of using the said road. He therefore prays the Court that he may be admitted to participate in the privilege of the same, and be entitled to equal rights, and be subject to like duties and liabilities with the said X. X., upon payment by him to the said X. X. of such sums as the Court may determine that he shall pay, and such further sum as the Court may determine he shall pay to Z. Z., the owner of the soil over which the said road is made. And he will, &c.

A. B.

(20.) *Decree of Court on above Petition.*

And now, ———, 18—, upon the petition of A. B., to be admitted to participate in the privilege of the private road laid out over land of Z. Z., on the application and at the expense of X. X.; and after hearing the said parties respectively, it is ordered and decreed as follows: That the said A. B. shall contribute to the said X. X. the sum of two hundred dollars, and shall pay to the said Z. Z. the sum of two hundred dollars, and upon the payment thereof, that the said A. B. shall be entitled to equal rights and privileges, and be subject to like duties and liabilities with the said X. X.

(21.) *Petition for Private Road under Ground. Acts June 13, 1836; April 16, 1838.*

To the Honorable, &c.

The petition of A. B. respectfully represents: That he is owner of a coal mine in, &c., and labors under inconvenience for want of a private road under the surface of the land, from the same to, &c. The petitioner therefore prays that six persons, qualified according to law, may be appointed to view the place where said road is requested; and if they shall lay out a road, to assess the damages sustained by the owner or owners of the lands through which the same may pass, and make report thereof to the next term of this Court. And he will, &c.

A. B.

(22.) *Report of Viewers of above Road.*

To the Honorable the Judges within named.

We, the undersigned, viewers appointed by the annexed order for the purposes therein mentioned, do report: That, in pursuance thereof, having been duly sworn and affirmed, we viewed the place where the road in said order mentioned is requested, and do agree that such road is necessary; and do return, for the use of the said A. B., the petitioner, the following described road (describe it): said road being under the surface of the land of Z. Z.; and we also annex and return herewith to the Court a plot or draft thereof, with the courses and distances, and noting briefly the improvements through which it passes; and we do further report, that, having taken into consideration the advantage derived to the said Z. Z. from said road passing through his land, we have assessed the amount of damages sustained by the said Z. Z. at the sum of one hundred dollars.

Witness our hands, &c.

(23.) *Petition to Vacate Road by Prescription. Act April 21, 1846.*

To the Honorable, &c.

The petition of the undersigned respectfully represents: That a public road, beginning at, &c. (describing it), existing by lapse of time, having been used as such for more than twenty-one (or as may be) years, has become useless and inconvenient. They therefore pray the Court to inquire of and vacate said road, and for that purpose to appoint six (or "three") persons qualified according to law to view the same, and inquire of the premises and make report of their proceedings at the next term of this Court. And they will, &c.

(24.) *Petition to Vacate a Road before the same has been opened.*

*Act June 13, 1836.*

To the Honorable, &c.

The petition of the undersigned respectfully represents: That at the ——— Sessions last past of this Court, a road, beginning, &c. (describing it), laid out by order of this Court, was confirmed, and that said road has not yet been opened. The petitioners, therefore, showing that they are a majority of the original petitioners for the said road, resident within the county aforesaid, pray that the same may be vacated and annulled, and for that purpose that the Court

will grant six (or "three") persons, qualified according to law, to view the ground in which said road has been laid out, and make report of their proceedings at the next term of this Court. And they will, &c.

(25.) *Petition to Vacate a Road partly opened. Act May 3, 1855.*

To the Honorable, &c.

The petition of the undersigned respectfully represents: That a road beginning at, &c. (describing it), laid out by order of this Court, and confirmed at the ——— Sessions, A. D. 18—, has been opened in part, to wit (describe the part opened), and is useless and inconvenient. The petitioners therefore pray the Court to inquire of and vacate the same, and for that purpose to appoint six (or "three") persons, qualified according to law, to view said road, and make report at the next term of this Court. And they will, &c.

(26.) *Petition to Vacate Street in Unincorporated Town.*  
*Act April 15, 1845.*

To the Honorable, &c.

The petition of the undersigned, citizens of the incorporated town of Blank, in said county of ———, respectfully represents: That that part of Lincoln Avenue, in the said town of Blank, beginning at, &c. (describing it), has become useless and inconvenient, and your petitioners desire that it be vacated. They therefore pray the Court to inquire of and vacate the above-described part of said avenue or street, and for that purpose to appoint six (or "three") persons, qualified according to law, to view the same, and also to assess such damages as may be sustained by any owner of property by reason of such vacation, and make return thereof at the next term of this Court. And they will, &c.

(27.) *Petition to Vacate a Private Road in Town Plot.*  
*Act May 8, 1854.*

To the Honorable, &c.

The petition of the undersigned respectfully represents: That a private road in the borough of ———, in said county of ———, beginning at, &c. (describing it), was laid out by X. X. over land then owned by him; that R. R. is at present the owner, and the only person having an interest in the soil over which the said way has been laid out; that the said way, by reason of, &c. (as the case

may be), has become useless to the public and those having lands bounding thereon. The petitioners, therefore, showing that they are twelve freeholders of the vicinity of said road, pray the Court, after the previous proceedings required by Act of Assembly, to decree the vacation of said road. And they will, &c.

NOTE.—Affidavit of one or more persons of truth of petition to be appended.

(28.) *Petition to Vacate a Public Road in Town Plot.*

*Act May 8, 1854.*

To the Honorable, &c.

The petition of the undersigned respectfully represents: That a public road in the borough of ———, said county, beginning at, &c. (describing it), has by means of, &c. (as the case may be), become useless to the public and those having lands bounding thereon; that said road was laid out as a public road by a jury appointed by this Court, whose report was confirmed at the ——— Sessions thereof, A. D. 18—. The petitioners, showing that they are twelve freeholders of the vicinity of said road, pray the Court, after the previous proceedings required by Act of Assembly, to decree the vacation of said road. And they will, &c.

NOTE.—Affidavit of one or more to truth of petition to be appended.

(29.) *Petition to Widen. Act May 8, 1850.*

To the Honorable, &c.

The petition of the undersigned respectfully represents: That a road (describing it) laid out by order of this Court was approved on the ——— day of ———, A. D. 18—, and ordered to be opened thirty-three feet in breadth, which was accordingly so done, and the said road has been used at the said breadth ever since; that by reason of the increased amount of travel (or as may be), the said road is found to be too narrow to accommodate the public travel. The petitioners therefore pray the Court to appoint six (or “three”) persons, qualified according to law, to view said road, and inquire of the propriety of widening the same, and make return at the next term of this Court. And they will, &c.

(30.) *Petition for Privilege to Hang a Gate on a Private Road.*

*Act June 13, 1836.*

To the Honorable, &c.

The petition of A. B. respectfully sheweth: That your petitioner labors under great inconveniences for want of the privilege of

hanging a swinging gate on a private road, leading from, &c. He therefore prays the Court to appoint proper persons to view and judge of the propriety of granting him the privilege aforesaid. And he will ever pray, &c.

(31.) *Report of Viewers on above Petition.*

To the Honorable the Judges within named.

We, the undersigned, appointed by the annexed order, respectfully report: That, having been present at the view of the road aforesaid, and having all been first severally sworn or affirmed, in pursuance of the said order, we have viewed the premises, and are of opinion that a gate may be hung upon the said road, at, &c., according to the prayer of the petitioner, without much inconvenience to the persons using the said road.

Witness our hands, &c.

(32.) *Petition for the Appointment of Viewers for the Erection of a Bridge. Act June 13, 1836.*

To the Honorable, &c.

The petition of the undersigned, inhabitants of the township of ———, in the said county, respectfully sheweth, that a bridge is much wanted over, &c., at the place where the public highway to, &c., crosses the said ———, in the township aforesaid, and that the expense of erecting said bridge would be too burdensome upon the inhabitants of said township. Your petitioners therefore pray your Honors to appoint proper persons to view the premises and to take such order on the subject as is required and directed by law. And they will ever pray, &c.

(33.) *Report of Viewers in favor of Erecting a Bridge.*

To the Honorable the Judges within named.

We, the undersigned, appointed to view the place proposed for the bridge in the within order mentioned, respectfully report: That having all been present at the view of the place proposed for said bridge, and having all been first severally sworn or affirmed, we have viewed the premises aforesaid, and are of the opinion that a bridge over ———, at the place where the public highway to, &c., crosses the said ———, is necessary, and that the erection of such

a bridge would be attended with more expense than it is reasonable the said township should bear.

Witness, &c.

NOTE.—If the viewers are of the opinion that a change or variation in the route is necessary, they can add the following:—

“And we also further report: That, after proper examination, it is our opinion that a change or variation in the bed and route of the road would be an improvement and a saving of expense in the erection of the said bridge, and we suggest that the route of the said road should be changed as follows” (here particularly describe the change proposed, submitting a map or plot thereof).

Witness our hands, &c.

(34.) *Petition of County Commissioners for the Appointment of Inspectors of a Bridge. Act June 13, 1836.*

To the Honorable, &c.

The petition of the Commissioners of the county of ——— respectfully represents: That, it having appeared to the Court, to the Grand Jury, and the Commissioners of the said county, that a bridge over ———, at the place where a public highway to, &c., crosses the said ——— in the township of ———, in the said county, was necessary, and that it would be too expensive for the said township to erect said bridge; and the same having been entered of record, your petitioners procured an estimate to be made as nearly as might be, of the expense of the same, amounting to the sum of ——— dollars, and did proceed to have such bridge erected, by entering into a contract with ——— for the building of the same; and that the said bridge is now completed agreeably to the said contract (or as the case may be). Your petitioners therefore pray the Court to appoint six fit persons to inspect said bridge and the workmanship thereof, according to law, and to make report to the said Court.

A. B., } Commissioners of  
C. D., } ——— County.  
E. F., }

(35.) *Report of Inspectors of a County Bridge. Act June 13, 1836.*

To the Honorable the Judges within named.

We, the undersigned, appointed by the annexed order, respectfully report: That, having all been present at the view of the said

bridge, and, having all been first severally sworn or affirmed, we have viewed and carefully examined the same, and are of opinion that it is completed in a substantial and workmanlike manner, complying fully with the contract entered into with the Commissioners of the said county for that purpose (or that we do not approve of the same, and that in our judgment the sum of one hundred dollars should be deducted from the sum as fixed in the contract).

Witness, &c.

(36.) *Petition for the Erection of a Bridge on a County Line.*  
*Act June 13, 1836.*

To the Honorable, &c.

The petition of the subscribers, inhabitants of the counties of ——— and ———, respectfully represents: That they are in great need of a bridge over ———, being the line of said counties, at the place where the public highway to, &c., crosses the said ———, in the township of ———, in ——— County, and in the township of ———, in ——— County, and that the erection of said bridge will require more expense than it is reasonable the said townships should bear; your petitioners, therefore, pray the Court to appoint proper persons to view the premises, and take such order on the subject as is required and directed by the law. And they will ever pray, &c.

(37.) *Report of Viewers upon above Petition.*

We, the subscribers, appointed by the annexed order of Court and a similar order of the Court of Quarter Sessions of ——— County, to view the place proposed for the bridge in the within order mentioned, respectfully report: That, having been all present, and, having all been first severally sworn or affirmed according to law, we have viewed the premises, and are of opinion that a bridge over ———, at the place where the public highway to, &c., crosses the said ———, is necessary, and that the erection of such bridge would be attended with more expense than it is reasonable the said townships should bear.

Witness our hands, &c.



**SHERIFF'S RETURN (TO A WRIT).**

THE SHERIFF'S RETURN TO A WRIT is a short account given by him in writing (usually endorsed on the writ) of the manner in which he has executed it.

The proper address of the return is, "To the Honorable the Judges within named;" but for the despatch of business, the address is generally omitted, and for the same reasons abbreviations are frequently adopted.

**RETURNS TO WRIT OF FIERI FACIAS.****(1.) *Nothing found on which to Levy (Nulla Bona).***

The within-named Robert Wray hath no goods or chattels (lands or tenements) whereof I can cause the moneys within mentioned, or any part thereof, to be levied. So answers.

**(2.) *Levy Made (Fieri Feci).***

By virtue of the within writ to me directed of the goods and chattels of the within-named Robert Wray, I have caused to be levied the debt and damages specified, and these moneys I have ready before the Judges within named, at the day and place within mentioned, as I am commanded. So answers.

**(3.) *Levy made for only Part of Sum named.***

By virtue, &c., of the goods, &c., I have caused to be levied ——— dollars parcel of the debt and damages within mentioned, which moneys I have ready before the Judges within named, at the day and place within mentioned, as I am commanded. And I do further certify, that the aforesaid Robert Wray hath no other goods or chattels (lands or tenements) in my bailiwick, whereof I can cause to be levied the residue of the said debt.

**(4.) *Levy made; but Goods not yet Sold.***

By virtue, &c., of the goods, &c., I have caused to be levied to the value of the debt and damages within mentioned, which said goods remain in my hands for want of buyers; therefore I cannot have the moneys within mentioned, before the Judges within named, at the day and place within contained, as I am commanded.

(5.) *Executor wasted Property of Decedent (Devastavit).*

To the Judges, &c.

I do certify that the within-named Robert Wray, after the death of the within-named Charles Dare, had divers goods and chattels in my bailiwick, which were of the aforesaid Charles Dare, at the time of his death, in his, the said Robert Wray's hands, to be administered, to the value of the debt within mentioned; but before the coming of this writ, the aforesaid Robert Wray, the goods and chattels aforesaid, to the value of the debt aforesaid, had wasted and to his own proper use had converted, whereby the debt and damages aforesaid, or any part thereof, I cannot cause to be levied as within I am commanded. So answers.

(6.) *Goods Levied upon did not amount to \$300.*

To the Honorable, &c.

I do hereby certify and return that the defendant has no goods or chattels in my bailiwick not exempted by the provisions of an Act to exempt property to the value of \$300 from levy and sale on execution and distress for rent, and that in obedience to the said writ I seized and took in execution his goods, as per inventory annexed, to the value of \$210, and he having claimed to retain the same under the provisions of the said Act, I summoned to appraise the same three disinterested and competent persons whose appraisement is hereto annexed, and by whom the same were duly appraised according to the provisions of the Act of Assembly, &c. So answers.

(7.) *Goods Levied upon amounted to more than \$300.*

To the Honorable, &c.

I do hereby certify and return that, in obedience to the said writ, I levied, November 13, A. D. 1884, on the personal property of defendant, and after setting apart property to the value of \$300 which he claimed, and was entitled to retain under the provisions of the Act of Assembly of April 9, 1849, as per inventory and certificate of appraisement hereto annexed, I sold the residue of the personal property so levied upon, on the 2d day of December, A. D. 1884, for the sum of \$500.25. So answers.

(8.) *Levy made and Goods Rescued.*

To the Judges, &c.

By virtue of this writ to me directed, I seized and took into my hands divers goods, &c., and the same in my custody had, until a

certain Robert Wray, &c., afterward, to wit, &c., in and upon me, the said Sheriff, with force and arms, an assault did make, and me, the said Sheriff, did beat, &c., and the goods and chattels aforesaid out of my custody with force and arms did rescue, against the peace, &c.

#### ATTACHMENT.

##### (9.) *Personal Property is Attached.*

Attached, as within commanded, &c. (as the case may be), the property of the within-named Clark Davis, ———, 18—, at ——— minutes past ——— o'clock, —. M.; and at the same time summoned Frederic Ellis as garnishee, by giving him a true and attested copy of the within writ in the presence of ——— credible persons of the neighborhood, and making known to him the contents thereof. So answers,

GEORGE FAY,  
Sheriff.

##### (10.) *Real Estate Attached.*

To the Honorable, &c.

I do certify and return that, in obedience to the within writ, I have attached the within-described real estate, and summoned Frederic Ellis, ———, A. D. 18—, at ——— o'clock, —. M., and Hulbert Gregory, ———, A. D. 18—, at ——— o'clock, —. M., tenants in possession, in the presence of ——— credible persons of the neighborhood, as garnishees. So answers,

GEORGE FAY,  
Sheriff.

##### (11.) *No Property Found (Nihil, &c.).*

The within-named Clark Davis hath nothing in my bailiwick whereby he can be attached, nor is he found in the same. So answers,

GEORGE FAY,  
Sheriff.

#### DOWER.

##### (12.) *Writ of Seisin, where the Widow Accepts.*

I, George Fay, High Sheriff of the county of Blair, to the Judges in the writ to this schedule annexed named, do certify, that by virtue of the said writ, to me directed, on the ——— day of ———, in the year, &c., I caused Ruth Davis, widow in the writ

aforesaid named, to have full seisin of one-third part of one messuage, &c., with the appurtenances, in the same writ specified, to wit (as the case may be), in the tenure of Frederic Ellis; also of one other messuage, &c., with free ingress and egress to and from the same respectively; to hold to the said Ruth Davis in severalty, by metes and bounds, in the name of the whole dower of her, the said Ruth Davis, to her happening of all the messuages, kitchens, gardens, and lands in the said writ specified, as by the same writ I am commanded. So answers.

(13.) *Where Widow will not Accept.*

I, George Fay, Esquire, &c., do certify that, by virtue, &c., I offered to Ruth Davis, widow, &c., full seisin of one-third part, &c. (describing the parcels as in above form), which she refused to receive. So answers.

CAPIAS AD RESPONDENDUM.

(14.) *Defendant cannot be Found (Non est Inventus).*

The within named Clark Davis is not found in my bailiwick. (If there be more than one defendant, say, "The within named Clark Davis and Frederic Ellis are not found, nor is either of them found, in my bailiwick.") So answers.

(15.) *Defendant Arrested (Cepi Corpus).*

By virtue of the within writ, to me directed, I have taken the body of the said Clark Davis, which I have ready before the Judges within named, at the day and place named, as I am commanded. So answers.

(16.) *Defendant Arrested but not brought into Court on account of Sickness. (Languidus).*

By virtue of the within writ, to me directed, I have taken the body of the said Clark Davis, who remains in my custody in prison, so sick, weak, and infirm, that, without great danger of his death, I cannot have his body before the Judges within named, at the day and place named. So answers.

(17.) *Defendant Arrested and Rescued.*

By virtue of the within writ, to me directed, I made my certain warrant, directed to H. Al. McGraw, my bailiff, to take and arrest

the within named Clark Davis, which said bailiff, by virtue of the said warrant, did, on the ——— day of ———, A. D. 18—, at ———, in the county of ———, take and arrest the body of the said Clark Davis, and with him in his (the said H. Al. McGraw's) custody then and there had. Whereupon a certain Frederic Ellis, of ———, in and upon my said bailiff then and there made an assault, and the said Clark Davis then and there out of the custody of my said bailiff with force and arms did rescue. And the said Clark Davis himself then and there from the custody of my said bailiff, with force and arms, &c., did rescue, withdraw, and escape. And afterwards the said Clark Davis was not found in my bailiwick. So answers.

CAPIAS AD SATISFACIENDUM.

(18.) *Defendant cannot be Found.*

N. E. I. So answers. ("Non est Inventus.")

(19.) *Defendant Arrested and Committed (Cepi Corpus).*

C. C. et C. So answers. ("Cepi Corpus et Committitur.")

(20.) *Defendant Arrested and Bail given.*

C. C. et B. B. So answers. ("Cepi Corpus et Bail Bond.")

(21.) *Defendant Arrested and Committed, and afterwards gives Bail.*

C. C., and afterward B. B. So answers. ("Cepi Corpus, and afterward Bail Bond.")

DISTRINGAS.

(22.) *Nothing of Defendant Found (Nihil).*

The within-named Charles Dun bath nothing in my bailiwick whereby he may be distrained. So answers.

(23.) *Defendant's Bail Attached.*

The within-named Charles Dun is attached by his pledges, Elmer Franks and George Herbert. So answers.

## HABEAS CORPUS.

(24.) *Prisoner brought and Cause of Detention is given, as required by Writ (Cum Causa).*

The body of the within-named Adam Bar in my custody, together with the day and cause of his being taken and detained, before, &c., I have ready, as within I am commanded. So answers.

(25.) *Prisoner brought as required by Writ.*

The body of the within-named Adam Bar by me taken and detained, before the Judges within named, at the day and place within contained, I have ready, as within I am commanded. So answers.

(26.) *Prisoner Detained by Writ.*

To the Judges, &c.

I do certify that, before the coming of this writ, the within-named Charles Daniels was taken and committed to my custody, by virtue of a certain other writ to me before directed, a true transcript whereof I send annexed to this writ. Nevertheless, the body of the said Charles Daniels I have ready, &c. So answers.

(27.) *Party not Detained.*

To the Judges, &c.

I do certify that the within-named Charles Daniels is not detained in my custody, nor was he detained therein on the day of the receipt of this writ; nor is there any cause of detention of him, the said Charles Daniels, remaining before me. So answers.

(28.) *Prisoner cannot be brought, owing to Infirmary (Languidus in Prisons).*

To the Judges, &c.

I do certify that the within-named Carl Drexel is so weak and infirm, in the prison of ———, in my custody, that I cannot have his body before me, &c., without great danger of his death. So answers.

## HABERE FACIAS POSSESSIONEM.

(29.) *Possession given and Levy made (Cum Fi. Fa.).*

By virtue of this writ to me directed, on the ——— day of ———, in the year within mentioned, I caused the within-named

Frederick Ellis to have possession of his term within specified, of the tenements within mentioned, with the appurtenances. And I have also caused to be levied of the goods and chattels of the within-named Clark Downing the damages within mentioned, which moneys I have ready before the Judges within named, at the day and place within contained, to render to the said Frederic Ellis as within I am commanded. So answers.

#### INQUIRY OF DAMAGES.

(30.) *Inquisition or Schedule on Writ of Inquiry of Damages.*

—— County, ss.

An inquisition indented and taken at the —— of ——, in the county aforesaid, this —— day of ——, A. D. one thousand eight hundred and ——, before George Fay, High Sheriff of the county aforesaid, by the oaths and affirmations of the jurors, whose names and seals are hereunto annexed, good and lawful men of my bailiwick, who say upon their oaths and affirmations that James Steerforth, plaintiff, in the writ to this inquisition annexed named, has sustained damages by means of the premises in said writ mentioned, against Charles Mell, defendant, to the amount of —— dollars, lawful money of the United States, and costs.

In testimony whereof, as well I, the said Sheriff, as the jurors aforesaid, to this inquisition have affixed our hands and seals, the day and year above mentioned.

#### SCIRE FACIAS.

(31.) *Contents of Writ made known to Defendant.*

Made known, ——, 18—, by giving a true and attested copy of the within writ to the defendant (or each of the defendants, if there be more than one), and making known to him (or them) the contents thereof. So answers.

(32.) *Defendant (or Defendants) not found.*

*Nihil habet* as to the within-named Denis Duval (or *Nihil habent* as to the within-named Denis Duval and George Warrington). So answers.

(33.) *Defendant was not found, but service on Adult member of Family.*

Made known, ———, 18—, by leaving a true and attested copy of the within writ at the residence of the defendant, with an adult member of his family. So answers.

(34.) *One or more of Defendants found, and Another or Others cannot.*

Made known, ———, 18—, by giving a true and attested copy of the within writ to David Copperfield (or David Copperfield and Thomas Traddles), one (or two, &c., as the case may be) of the within-named defendants, and making known to him (or them) the contents thereof; and *nihil habet* as to Uriah Heep (or *nihil habent* as to Uriah Heep and Wilkins Micawber). So answers.

(35.) *Sci. Fa. sur Claim, where service is on Defendant and on Tenant in Possession.*

Made known by giving a true and attested copy of the within writ to the defendant Paul Flynn, and by making known to him the contents thereof, September —, A. D. 18—; and by giving a like copy to J. M. Elliott, he being the tenant in possession of the premises within described, and by making known to him the contents thereof, September —, A. D. 18—. So answers.

(36.) *Sci. Fa. sur Mortgage; where service is on both Defendant and Terre-Tenant.*

Made known by leaving a true and attested copy of the within writ at the dwelling-house of the defendant Paul Flynn, with an adult member of his family, ———, A. D. 18—; and by giving a like copy to the terre-tenant, J. M. Elliott, and making known to him the contents thereof, ———, A. D. 18—. So answers.

(37.) *Sci. Fa. sur Mortgage by service on Tenant in Possession.*

*Nihil habet* as to defendant; and made known, ———, 18—, by leaving a true and attested copy of the within writ with Lorenzo Dow, tenant in possession of the premises within described. So answers.



(38.) *Sci. Fa. to revive Judgment, with Notice to Alienee and Terre-Tenant.*

Made known, ———, 18—, by giving a true and attested copy of the within writ to Robert Ford, terre-tenant, and by making known to him the contents thereof; and by leaving, on the same day, a like copy at the residence of William Massey, alienee, with an adult member of his family. So answers.

REPLEVIN.

(39.) *No one came, on the part of Plaintiff, to show the Goods*  
(*Nullus Verit, &c.*)

To the Judges, &c.

I do certify that no one came, on the part of the plaintiff, to show the goods to me. So answers.

(40.) *Plaintiff has not given Bail.*

The within-named Emil Farr hath not found any bail to prosecute this writ; therefore nothing hath been done toward the execution thereof. So answers.

(41.) *One of the Defendants Found, Other could not be Found.*

Replevied as within commanded, and summoned the defendant Clarence Downing by giving to him a true and attested copy of the within writ, ———, 18—, at ——— o'clock, —. M., and making known to him the contents thereof; *nihil habet* as to defendant Emil Farr; and delivered the property to plaintiff. So answers.

(42.) *Property Carried off (Elongata).*

Before the coming of this writ, the goods and chattels within mentioned were eloigned to places by me unknown. Therefore I cannot replevy the same, as within I am commanded. So answers.

(43.) *Portion of Property mentioned in Writ cannot be Found.*

Replevied, as within commanded, &c. (naming property), being part of the property named in the within writ; summoned the defendant, ———, 18—; and delivered said property to plaintiff. The residue of the property within named (naming same) eloigned. So answers.

(44.) *Property Bond Entered.*

Replevied as within commanded; summoned the defendant; property bond entered by Oscar Parks (plaintiff), and property delivered to said Oscar Parks. So answers.

(45.) *Property Delivered to Plaintiff.*

Replevied, as within commanded, and summoned the defendant, ———, 18—; and property replevied delivered to plaintiff. So answers.

## VENIRE FACIAS JURATORS.

(46.) *Venire.*

The execution of this writ appears in a certain panel hereunto annexed. So answers,  
GEORGE FAY,  
Sheriff.

## VENDITIONI EXPONAS.

(47.) *For Real Estate.*

To the Honorable, &c.

In obedience to and by virtue of the within writ, after due, fair, and legal notice having been by me given of the time and place of sale, by advertisement in divers public newspapers, and by hand-bills set up in the most public places in my bailiwick, I did, on the ——— day of ———, A. D. 18—, at ———, in the ——— of ———, expose the premises in the within writ described, with the appurtenances, to sale by public vendue or outcry; when and where Albert Ayers, of the ——— of ———, bought the premises in the within writ described for the price or sum of ——— dollars, that being the highest and best price bidden for the same, which said moneys I have now ready before the said Judges, to render as within I am commanded. So answers.

(48.) *Personal Property.*

In obedience to and by virtue, &c., I did, &c., expose to sale the goods and chattels within mentioned, to the value of the debt and damages within specified; which moneys I have now ready before the said Judges, to render as within I am commanded. So answers.

(49.) *Part of Personal Property is Sold.*

In obedience to and by virtue, &c., I did, &c., expose to sale the goods and chattels within mentioned, to the value of \_\_\_\_\_ dollars; which moneys I have now ready before the said Judges, to render as within I am commanded.

And the residue of the goods and chattels aforesaid yet remain in my hands unsold, for want of buyers. So answers.

## SUMMONS.

(50.) *Served on Defendant (or Defendants) Personally.*

Served, ———, 18—, by giving a true and attested copy of the within writ to the defendant (or defendants), and making known to him (or them) the contents thereof So answers.

(51.) *Served on Defendant by leaving a Copy at his Residence.*

Served, ———, 18—, by leaving a true and attested copy of the within writ at the residence of the defendant, with an adult member of his family. So answers.

(52.) *Defendant (or Defendants) not Found.*

*Nihil habet* as to the within-named Clarence Downing (or *Nihil habent* as to the within-named Clarence Downing and Frederic Ellis). So answers.

(53.) *Served on a Corporation.*

Served, ———, 18—, by giving Charles Dane, President (or other officer of the company) of the ——— Company, a true and attested copy of the within writ, and by making known to him the contents thereof. So answers.

(54.) *Served on one of the Defendants personally, on another by copy at his Residence, and other Defendants not Found.*

Served, ———, 18—, by giving a true and attested copy of the within writ to the defendant, Charles Defoe, and making known to him the contents thereof; by leaving a true and attested copy at the residence of the defendant, Emil Farr, with an adult member of his family; and *nihil habet* as to defendant, George Herbert (or *nihil habent* as to George Herbert and James Irous). So answers.

(55.) *Alias Summons in Covenant.*

Served, by posting a true and attested copy of the within writ upon the premises described in a certain paper annexed to this writ, November —, 18—, and by advertising once a week for two weeks in the ———, a daily paper published in ———, agreeably to the Act of Assembly; and *nihil habet* as to the defendant. So answers.

(56.) *Acceptance of Summons.*

Service accepted by defendant's counsel. So answers.

(57.) *Where Purchaser is a Lien Creditor.*

To the Judges, &c.

I, George Fay, the within-named Sheriff, do certify and return, that by virtue of the annexed writ of (here designate the same), after due and legal notice of the time and place of sale, I did, on the ——— day of ——— last, expose the premises within mentioned to sale by public vendue or outcry, and sold the same to John Jones, of, &c., for the sum of ——— dollars, he being the highest and best bidder, and that the highest and best price bidden for the same; and I do further return, that the above-named purchaser is a lien creditor of the said John Doe, the defendant, and as such is entitled to receive the sum of ——— dollars of the proceeds of said sale; that I have received the receipt of the said John Jones for said sum, and hereto attach a list of the liens on said real estate so sold as aforesaid; and the remainder of the moneys for which the same was sold, I have ready before the Judges aforesaid at the day and place within contained as within I am commanded.

GEORGE FAY,  
Sheriff.

## SUBPŒNA.

A SUBPŒNA, at common law, is a process to cause a witness to appear and give testimony, commanding him to lay aside all excuses, and appear before a competent tribunal issuing such process, at a time therein mentioned, to testify for the party named, under a penalty therein mentioned. If the witness neglect or refuse to attend as commanded, upon proof of service of a subpœna upon him, and that he is a material witness, an attachment may be issued against him for a contempt.

In the Equity Courts, "Subpœna" is the term given to the writ commanding the defendant to appear and answer the bill.

(1.) *Subpæna (Clause of Duces Tecum in Brackets).*

Blair County, ss.

The Commonwealth of Pennsylvania to A. B., greeting: We command you that, setting aside all manner of business and excuses whatsoever, you be and appear in your proper person before our Judges at Hollidaysburg, at our Court of Common Pleas for the county of Blair, there to be held the —— day of ——, A. D. 18——, at ten o'clock in the forenoon of that day, to testify all and singular those things which you shall know in a certain action now depending and undetermined, between C. D., plaintiff, and E. F., defendant, on the part of the plaintiff (or defendant, as the case may be) (and that you bring with you all and singular the day-books, ledgers, letter-books, and all papers and documents whatever, of the said C. D.), and this you are not to omit, under the penalty of one hundred pounds.

Witness the Honorable John Dean, President of our said Court, at Hollidaysburg, the —— day of ——, in the year of our Lord one thousand eight hundred and ——.

CHARLES GEESEY,  
Prothonotary.

(2.) *Subpæna by Arbitrators, Commissioners, &c.*

Blair County, ss.

The Commonwealth of Pennsylvania to A. B., greeting: We command you that, setting aside all manner of business and excuses whatsoever, you be and appear in your proper person before U. V., W. X., and Y. Z., arbitrators appointed to hear and decide all matters at variance between the parties in a certain action wherein O. P. is plaintiff, and Q. R. defendant (or "before me, commissioner (or auditor), appointed by, &c., to, &c."), at the office of (or at the place of residence of) John Jones, in the city of Altoona, in said county, on, &c., at —— o'clock —. M., then and there to give evidence on the part of the plaintiff (or as may be the case). Hereof fail not at your peril.

Witness our hands and seals, this the —— day of, &c.

**WILL.**

A **WILL** or **TESTAMENT** is the legal declaration of a man's intentions of what he wills to be performed after his death.

A **Codicil** is a supplement to a will, or an addition made by the testator, and annexed to, and to be taken as part of a testament; being for its explanation or alteration, or for making some addition to, or else some subtractions from the former depositions of the testator. This may be either written or nuncupative. A codicil may be annexed constructively to a will.

In Pennsylvania it is provided by Acts of Assembly as follows: By Act April 8, 1833, that "every person of sound mind (married women excepted) may dispose by will of his or her real estate, whether such estate be held in fee simple, or for the life or lives of any other person or persons, and whether in severalty, joint tenancy or common, and also of his or her personal estate."

And by the same Act that "every will shall be in writing, and unless the person making the same shall be prevented by the extremity of his last sickness, shall be signed by him at the end thereof, or by some person in his presence, and by his express direction; and in all cases shall be proved by the oaths or affirmations of two or more competent witnesses, otherwise such will shall be of no effect."

And by the same Act, "that no will shall be effectual unless the testator were, at the time of making the same, of the age of twenty-one years or upwards, at which age the testator may dispose of real as well as personal or mixed property, if in other respects competent to make a will."

By Act of April 11, 1848, it is provided that "any married woman may dispose, by her last will and testament, of her separate property, real, personal, or mixed, whether the same accrue to her before or during coverture: Provided, that the said last will and testament be executed in the presence of two or more witnesses, neither of whom shall be her husband."

By Act of April 8, 1833, that "a will executed by a single woman shall be deemed revoked by her subsequent marriage, and shall not be revived by the death of her husband."

By Act of May 4, 1855, that "the power of any married woman to bequeath or devise her property by will shall be restricted, as regards the husband, to the same extent as the husband's power so to dispose of his property is restricted as regards the wife, namely, so that any surviving husband may, against her will, elect to take such share and interest in her real and personal estate as she can, when surviving, elect to take against his will in his estate, or otherwise to take only her real estate as tenant by the curtesy: Provided, that nothing herein contained shall affect the right or power of the wife, by virtue of any authority or appointment contained in any deed or will, to grant, bequeath, or devise as heretofore, any property held in trust for her sole and separate use."

By Act of April 8, 1833, it is provided that "the emblements of crops growing on lands held by a widow in dower, or by any other tenant for life, may be disposed of by will, as other personal estate, also rents and other periodical payments accruing to any such tenant for life, or any other person entitled under the laws of this Commonwealth regulating the descent and partition of real estate, may, so far as

the same may have accrued on the day of the death of such tenant for life, or other person, be disposed of by will in like manner."

And by Act January 27, 1848, that "every last will and testament heretofore made or hereafter to be made, excepting such as may have been fully adjudicated prior to the passage of this Act, to which the testator's name is subscribed, by his direction and authority, or to which the testator hath made his mark or cross, shall be deemed and taken to be valid in all respects: Provided, The other requisites, under existing laws, are complied with."

By Act April 8, 1833, that "no will in writing, concerning any real estate, shall be repealed, nor shall any devise or direction therein be altered, otherwise than by some other will or codicil in writing, or other writing declaring the same, executed and proved in the same manner as hereinbefore provided, or by burning, cancelling, or obliterating, or destroying the same, by the testator himself, or by some one in his presence, and by his express direction.

"No will in writing, concerning any personal estate, shall be repealed, nor shall any bequest or direction therein be altered, otherwise than as is hereinbefore provided in the case of real estate, except by a nuncupative will, made under the circumstances aforesaid, and also committed to writing in the lifetime of the testator, and after the writing thereof read to or by him, and allowed by him, and proved to be so done by two or more witnesses.

"When any person shall make his last will and testament, and afterwards shall marry or have a wife and children not provided for in such will, and die, leaving a widow and child, or either a widow and child or children, although such child or children be born after the death of their father, every such person, so far as shall regard the widow or child or children after born, shall be deemed and construed to die intestate, and such widow, child or children, shall be entitled to such purparts, shares, and dividends of the estate, real and personal, of the deceased, as if he had actually died without any will."

By Act April 26, 1855, it is provided that "no estate, real or personal, shall hereafter be bequeathed, devised, or conveyed to any body politic, or to any person in trust for religious or charitable uses, except the same be done by deed or will, attested by two credible, and at the time, disinterested witnesses, at least one calendar month before the decease of the testator or alienor; and all dispositions of property contrary hereto shall be void, and go to the residuary legatee or devisee, next of kin, or heirs, according to law: Provided, That any disposition of property within said period, *bona fide* made for a fair valuable consideration, shall not be hereby avoided."

By Act April 8, 1833, it is provided that "personal estate may be bequeathed by a nuncupative will, under the following restrictions:—

"Such will shall in all cases be made during the last sickness of the testator, and in the house of his habitation or dwelling, or where he has resided for the space of ten days or more, next before the making of such will; except where such persons shall be surprised by sickness, being from his own house, and shall die before returning thereto.

"Where the sum or value bequeathed shall exceed one hundred dollars, it shall be proved that the testator, at the time of pronouncing the bequest, did bid the persons present, or some of them, to bear witness that such was his will, or to that effect; and in all cases the foregoing requisites shall be proved by two or more witnesses, who were present at the making of such will."

"Provided, That notwithstanding this Act, any mariner being at sea, or any

soldier being in actual military service, may dispose of his movables, wages, and personal estate, as he might have done before the making of this Act "

And by Act March 15, 1832, that "no nuncupative will shall be admitted to probate, nor shall letters testamentary thereon be issued, till fourteen days after the day of the death of the decedent be fully expired, nor shall any nuncupative will at any time be admitted to probate, unless process have first issued to call in the widow, if any, and such of his relations or next of kin as would be entitled to the administration of his estate, in case of intestacy, to contest the same if they please."

And by the same Act, that "no testimony shall be received to prove any nuncupative will, after six months elapsed from the speaking of the pretended testamentary words, unless the said testimony, or the substance thereof, were committed to writing within six days after the making of such will."

By Act of March 13, 1815, it is provided that "when any woman shall be divorced . . . . and shall afterwards openly cohabit, at bed and board, with the person named in the petition or libel, and proved to be partaker in her crime, she is hereby declared to be incapable to alienate, directly or indirectly, any of her lands, tenements, or hereditaments; but all deeds, wills, appointments, and conveyances thereof, shall be absolutely void and of none effect; and, after her death, the same shall descend and be subject to distribution in like manner as if she had died seized thereof intestate."

As to rules for the construction of wills, it is declared by Act of April 8, 1833, as follows:—

"All devises of real estate shall pass the whole estate of the testator in the premises devised, although there be no words of inheritance or of perpetuity, unless it appear by a devise over, or by words of limitation, or otherwise, in the will, that the testator intended to devise a less estate.

"The real estate acquired by a testator after making his will, shall pass by a general devise, unless a contrary intention be manifest on the face of the will."

And by Act June 4, 1879: "Every will shall be construed with reference to the real estate and personal estate comprised in it, to speak and take effect as if it had been executed immediately before the death of the testator unless a contrary intention shall appear by the will.

"Unless a contrary intention shall appear by the will, such real estate, or interest therein, as shall be comprised or intended to be comprised in any devise in such will contained, which shall fail or be void by reason of the death of the devisee in the lifetime of the testator, or by reason of such devise being contrary to law, or otherwise incapable of taking effect, shall be included in the residuary devise, if any, contained in such will.

"A general devise of the real estate of the testator, or of the real estate of the testator in any place, or in the occupation of any person mentioned in his will, or otherwise described in a general manner, shall be construed to include any real estate, or any real estate to which such description shall extend, as the case may be, which he may have power to appoint in any manner he may think proper, and shall operate as an execution of such power, unless a contrary intention shall appear by the will; and, in like manner, a bequest of the personal estate of the testator, or any bequest of personal property described in a general manner, shall be construed to include any personal estate, or any personal estate to which such description shall extend, as the case may be, which he may have power to appoint in any manner he may think proper, and shall operate as an execution of such power, unless a contrary intention shall appear by the will."



## INTRODUCTIONS TO WILLS.

(1.) The will of Aaron Byers, of the city of Altoona, county of Blair, and Commonwealth of Pennsylvania, Tailor.

(2.) The last will and testament of me, Frederic Ellis, of the borough of Tyrone, county of Blair, and State of Pennsylvania, made this fourth day of January, in the year of our Lord one thousand eight hundred and eighty-five.

(3.) I, George Letsche, of the town of Martinsburg, in Blair County, and State of Pennsylvania, Grocer, declare this to be my last will and testament.

(4.) I, Charles Bruce, of the borough of Hollidaysburg, county of Blair, and Commonwealth of Pennsylvania, Merchant, do make and publish this my last will and testament, hereby revoking and making void all former wills by me at any time heretofore made.

(5.) In the name of God, Amen. I, John T. Gordon, of the city of Altoona, county of Blair, in the State of Pennsylvania, Contractor, being of sound mind, memory, and understanding, but considering the uncertainty of life, do make and publish this my last will and testament in the manner and form following, to wit.

(6.) In the name of God, Amen. I, John Jay, of the city of Altoona, county of Blair, and State of Pennsylvania, Counsellor-at-Law, being of sound and disposing mind and memory, do make and publish this my last will and testament, hereby revoking all former wills by me at any time heretofore made.

(7.) I, Daniel Marsden, of the township of Antis, county of Blair, and Commonwealth of Pennsylvania, being in sound health of body, and of disposing mind and memory, and being desirous to settle my worldly affairs while I have strength and capacity, do make and publish this my last will and testament.

(8.) Know all men by these presents: That I, Samuel Williams, of the township of Taylor, in the county of Blair, and State of Pennsylvania, being of sound mind, memory, and understanding, to the end that I may be better prepared to leave this world whenever it shall please God to call me hence, do make and declare this my last will and testament, in manner following, to wit:—

And first, I commit my soul into the hands of my Creator, who gave it; and my body to the earth to be interred at Fairview Cemetery, in the city of Altoona, county of Blair, according to the rites and ceremonies of the ——— Church. And as to such worldly estate wherewith it has pleased God to intrust me, I dispose of the same as follows, to wit:—

(9.) I, Alice Harcourt, wife of Thomas Harcourt, of the township of Logan, county of Blair, Esq., do, by this, my writing, purporting to be my last will and testament, dispose of my estate, pursuant and according to the authority to me given and reserved in and by a deed of settlement, made on my marriage with the said Thomas Harcourt, bearing date, &c., and by virtue of the said deed and of all other powers and authorities whatsoever to me given or reserved, in manner as follows, viz:—

(10.) *Form of Will.*

The will of Raymond Edmunds, of the city of Altoona, county of Blair, and State of Pennsylvania.

First. I give, devise, and bequeath all my property, both real and personal, of which I may die possessed, to my daughter, Sara Edmunds, to her and her heirs and assigns forever.

Second. I hereby appoint as the executor of this my last will and testament, Elijah Hooper, of the city of Altoona, aforesaid.

In witness whereof, I, Raymond Edmunds, the testator, have to this my will, written on one sheet of paper, set my hand and seal, this ——— day of ———, A. D. one thousand eight hundred and eighty ———.

Signed, sealed, published, and declared, by the above-named Raymond Edmunds, as and for his last will and testament, in the presence of us who have hereunto subscribed our names at his request as witnesses thereto, in the presence of the said testator, and of each other.

RAYMOND EDMUNDS. [SEAL.]

MARTIN HARRIS,  
JOHNSON GROVE,  
JAMISON JONES.

(11.) *Another Form.*

I, Frederic Ellis, of the borough of Tyrone, county of Blair, State of Pennsylvania, being in good health of body, and of sound and disposing mind and memory, do make and publish this my last will and testament, that is to say:—

First. I will and direct that all just debts that may exist against me at my decease may be settled.

Second. My dwelling-house and lot, in, &c., situated, &c., together with all privileges and appurtenances to the same belonging, together with all the furniture, books, works of art, and other household effects, and all fuel, housekeeping provisions, and other consumable stores, which, at my decease, shall be in or about my said dwelling-house, I give, devise, and bequeath to my beloved wife, Clara, during her natural life, and at her decease, I give, devise, and bequeath the same, or so much thereof as may remain after the natural use and wear and tear of the same, to my son Thomas Ellis, his heirs and assigns, forever in fee.

Third. I will and direct that, at my decease, the executor of my will, as a trustee for the time being of this my will, shall enter into, and, during the time my daughter Cora Ellis shall remain in life and unmarried, he shall remain in the possession or receipt of the rents and profits of my house and lot in, &c., situated, &c. (describe the same). And during the time my said daughter Cora Ellis shall remain in life and unmarried, the said trustee shall apply the whole of the said rents and profits as follows: To pay all taxes, insurance, assessments, and costs of repairs on said premises, and then divide the balance in two equal shares, and pay one equal share thereof to my daughter Cora Ellis, and one equal share thereof to my daughter Laura Ellis.

At the decease or marriage, whichever shall first happen, of my said daughter Cora Ellis, I give, devise, and bequeath the said premises last above described to my three children, Thomas Ellis, Cora Ellis, and Laura Ellis, their heirs and assigns, forever, as tenants in common.

Fourth. All the rest, residue, and remainder of my real and personal estate, of whatsoever kind or nature, I give, devise, and bequeath to my wife Clara Ellis, her heirs and assigns, forever.

Fifth. I hereby nominate and appoint J. M. Elliott sole executor of this my last will and testament.

(Close as in Form No. 10.)

(12.) *Property to be converted into Money and Divided.*

(Introduction.)

I direct that all my property, real and personal, shall be sold by my executor hereinafter named as soon after my death as practicable, and after the payment of my debts, I direct that the money shall be divided as follows: My wife Kate shall have one-third thereof to be hers absolutely, and the balance I direct to be divided into five equal parts: one part thereof shall go to my son Roy; one part thereof shall go to my son Jay; one part thereof shall go to my daughter Henrietta; and two parts thereof shall go, in equal shares, to such of the children of my deceased son Frank as may be living at my death.

I appoint John Thomas, Esq., of said county of Blair, executor of this my will.

(Close as in Form No. 10.)

(13.) *Will disposing of both Real and Personal Estate.*

(Introduction.)

First. I give, devise, and bequeath to my beloved wife, Anna Belmont, all my household furniture, my library in my mansion house, my horse, carriage, and harness; and also five thousand dollars in money, to be paid her by my executors, hereinafter named, within one year after my decease; to have and to hold the same to her and her assigns forever. I also give to her the use, improvement, and income of my dwelling-house, land, and its appurtenances, situated in, &c., to have and to hold the same to her for and during her natural life.

Second. I give and bequeath to my father, John Belmont, two thousand dollars in money, to be paid to him by my executors, hereinafter mentioned, within one year after my decease; to be for the sole use of himself and assigns.

Third. I give, devise, and bequeath to my son, Oscar Belmont, the reversion or remainder of my mansion-house, land, and its appurtenances, situate in, &c. (describe it), and all profit, income, and advantage that may result therefrom, from and after the decease of my beloved wife, Anna Belmont; to have and to hold the same to him, the said Oscar Belmont, his heirs and assigns, from and after the decease of my said wife, to his and their use and behoof forever.

All the rest and residue of my estate, real, personal, and mixed, of which I shall die seized and possessed, or to which I shall be entitled at my decease, I give, devise, and bequeath to be equally divided to and among my said son, Oscar Belmont, and my grandchildren, Paul Gattan and Grace Gattan, children of my deceased daughter Laura.

And lastly, I do nominate and appoint Charles Jones, of said county, to be the executor of this my last will and testament.

(Close as in Form No. 10.)

(14.) *Another Form (with various bequests and devises).*

(Introduction.)

First. I direct that my stock in trade be sold at public outcry for cash; and that all the real estate of which I shall die seized or possessed, shall be sold by my executors for cash or on credit as to my said executors may seem best, and the amount thereof be secured, in such a manner as is usual in like cases, to insure the full and punctual payment thereof. And I do hereby vest in my executors full power and authority to dispose of my real estate, in fee simple, or for a term of years, or otherwise, in as full and large a manner, in every respect, as I could myself do if living.

Second. I direct that the whole of my household furniture shall be and remain the absolute property of my beloved wife, if she shall be living at the time of my decease; but, if she shall not survive me, then that the same shall be given absolutely to such of my children as shall be living, share and share alike, and to be apportioned by three impartial neighbors, mutually chosen by them for that purpose.

Third. I direct that the net proceeds of my personal estate, heretofore ordered by me to be disposed of, be divided equally as soon as it can be done, share and share alike, amongst my said wife and my several children who shall survive me; and that the proceeds of my real estate, if sold on credit, shall be divided in like manner as soon as they shall come into the hands of my executor.

Fourth. The heirs or representatives of any of my children, who shall have died between the time of my decease and the time of such division or distribution, to be entitled to such share or shares as such child would have been entitled to receive if he or she were living.

Fifth. The share of my real and personal estate herein bequeathed to my wife to be in lieu of her dower.

And I do hereby appoint and nominate my esteemed neighbors, Charles Bruce and Henry Hatton, executors of this my last will and testament.

(Close as in Form No. 10.)

(15.) *In Trust for Certain Purposes.*

(Introduction.)

I give and devise all my estate, real and personal, whereof I may die seized or possessed, to John Mills and Edward Edwards, of, &c., to have and to hold the same to themselves, their heirs and assigns forever, upon the uses and trusts following, namely:

In trust first to pay all my debts and funeral expenses.

Second, to pay to my wife, Laura, upon her sole and separate receipts, the interest, income, and revenue of all my said estate, during the term of her natural life.

And third, upon the decease of my said wife, to convert all my said estate into money, if such a course should be thought best by my said trustees, and pay to my daughter Dora the one-third part thereof, it seeming to me best to give her so large a share on account of her bodily infirmities and inability to provide for herself, and the remaining two-thirds equally to divide between my two sons, Frank and Elmer.

If either of my children shall, before such division, have died, leaving lawful issue, such issue to receive the parent's share; but if there be no issue, then such share to fall into the general fund, to be divided among the survivors in manner before directed.

And I hereby give to my said trustees full power and authority to sell any or all of my real estate at private or public sale, and invest the proceeds, or to lease the same as they may deem best for the interest of my family.

And if my said daughter, Dora, shall not have attained the age of twenty-one, upon the decease of her mother, I hereby nominate, constitute, and appoint my said trustees guardians of the person and estate of my said daughter Dora, during the remainder of her minority, commending her to their fatherly care and protection.

And I hereby nominate, constitute, and appoint my said trustees, John Mills and Edward Edwards, executors of this my last will and testament.

(Close as in Form No. 10.)

(16.) *Another Form in Trust.*

## (Introduction.)

Imprimis. I direct all my just debts and funeral expenses to be fully paid and satisfied by my executors hereinafter named, as soon as conveniently may be after my decease.

Item. All the rest, residue, and remainder of my estate, real, personal, and mixed, whatsoever and wheresoever, I order and direct to be converted into money as soon as the same can conveniently be done after my decease; and for that purpose I do hereby authorize and empower my said executors, hereinafter named, and the survivor of them, to sell and dispose of all my said real estate, either by public or private sale or sales, for the best price or prices that can be gotten for the same, and by proper deed or deeds, conveyances, or assurances in the law, to be duly executed, acknowledged, and perfected, to grant, convey, and assure the same to the purchaser or purchasers thereof in fee simple. And when the whole of my residuary estate shall be converted into money as aforesaid, then I will and direct that the same shall be divided into four equal parts or shares, and disposed of as follows, to wit:—

One full, equal fourth part or share thereof I give, devise, and bequeath unto my said executors, hereinafter named, and the survivors of them, in trust, that they or he do and shall put and place the same out at interest on good real security, or in the funded debts of the United States or the State of Pennsylvania, and pay over the interest or dividends thereof from time to time, when and as the same shall be got in and received, unto my beloved wife, Madeline Hill, during all the term of her natural life; which is to be in lieu of her dower at common law. And from and immediately after the death of my said wife, Madeline Hill, I give, devise, and bequeath the principal of the said one-fourth part or share of my said residuary estate, to be equally divided, share and share alike, between my daughters Cora Hill and Dora Hill, and my son Frederic Hill, and any other child or children which I may have born by my present marriage; the part or share in this bequest of my said two daughters, Cora Hill and Dora Hill, to be held, however, by my said executors, in trust, in the same manner, and for the same uses as are hereinafter set forth and declared of, and concerning the parts or shares of my said residuary estate bequeathed to them for the use of my said two daughters, Cora Hill and Dora Hill. One other full equal fourth part or share of

the proceeds of my said residuary estate, I give, devise, and bequeath unto my said executors, hereinafter named, and the survivor of them, in trust, that they or he shall and do put and place the same out at interest in manner aforesaid, and pay over the interest and dividends aforesaid from time to time, when and as the same shall be got in and received, unto my said daughter, Cora Hill, for and during all the term of her natural life; so, nevertheless, that the same shall be for her sole and separate use, notwithstanding any coverture, and not be in any way or manner whatever liable to the contracts, debts, or engagements of any husband which she may hereafter have or take, and not to be in any way or manner whatever subject to the control or interference of such husband. And from and immediately after the decease of her, my said daughter Cora Hill, then, as to the said principal, in trust to and for the only proper use and benefit of all and every the child and children which she, my said daughter Cora, may leave, and the lawful issue of any of them who may then be deceased, having left such issue, to be equally divided between them, share and share alike, such issue of any deceased child or children of my said daughter Cora, taking, however, only such part or share thereof as his, her, or their deceased parent or parents would have had and taken, had he, she, or they been living. One other of the said full equal fourth parts, &c. (as in preceding clause, only substituting Dora Hill for Cora Hill). And the remaining one full equal fourth part or share of the proceeds of my said residuary estate, I give, devise, and bequeath unto my said executors, hereinafter named, and the survivor of them, in trust, that they or he do and shall put and place the same out at interest in manner aforesaid, and pay and apply such interest, or so much thereof as shall be requisite, toward the education and maintenance of my said son Frederic Hill until he attains the lawful age of twenty-one years; and when and as soon as he, my said son, arrives at the age aforesaid, then in trust to pay over the principal thereof, together with any accumulation of interest thereon which may be in their hands uninvested, unto him, my said son Frederic Hill.

Item. In case of the decease of my said daughters, Cora Hill and Dora Hill, or either of them, without leaving lawful issue, or of the decease of my said son, Frederic Hill, under age, and without leaving lawful issue, then, in such case, I give, devise, and bequeath the said part or share, hereinbefore given, devised, and bequeathed to such child so dying, unto my said executors, hereinafter named,



and the survivor of them, in trust, to hold the same for my surviving child or children, in equal shares and proportions, in the same manner, for the same uses, intents, and purposes, and under the trusts and limitations as are hereinbefore set forth and declared of and concerning the parts or shares of my said residuary estate hereinbefore given, devised, and bequeathed for the use, benefit, and behoof of my said children respectively.

Item. I nominate, constitute, and appoint my friends, James Westfall and Oscar Allen, executors of this my last will and testament, hereby revoking all former wills and testaments by me at any time heretofore made; and so declare these presents only, to be and contain my last will and testament.

(Close as in Form No. 10.)

(17.) *Will disposing of the Real and Personal Property.*

(Introduction.)

First. I give, devise, and bequeath to my beloved wife, Laura Dundas, in lieu of her dower, if she should so elect, the plantation on which we now reside, situate in the township aforesaid, and containing ——— acres, or thereabout, together with all the live stock, cattle, sheep, swine, &c., by me now owned and kept thereon, and all the household furniture and other items, not particularly named and otherwise disposed of in this my will, to have and to hold the said messuage and appurtenances, and the said goods and chattels, for and during her natural life. And at the death of my said wife, all the property hereby devised or bequeathed to her as aforesaid, or so much thereof as may then remain unexpended, I give and devise unto my three sons, Lancelot, Philip, and Arthur, share and share alike, their heirs and assigns forever.

Secondly. I give and devise to my eldest son, Lancelot, his heirs and assigns forever, the farm on which he now resides, situate, &c., and containing ——— acres or thereabout.

Thirdly. I give and devise unto my second son, Philip, his heirs and assigns forever, the farm now in the occupancy of Howard Parks, situate, &c., and containing ——— acres.

And lastly. I hereby constitute and appoint my said wife Laura, and my said son Lancelot, to be the executrix and executor of this my last will and testament.

(Close as in Form No. 10.)

(18.) *Will with various Bequests and Devises.*

(Introduction.)

Item. I give and bequeath unto my dear wife, Maud, one bed, one cow, &c., together with such of my household furniture and kitchen utensils as she may choose to keep for her own use.

Item. I give and bequeath unto my said wife the use and occupation of my plantation, &c., until my son Solomon shall attain the age of twenty-one years, and from and after his arrival at such age, then I give and devise the said plantation, &c., unto my son Solomon, his heirs and assigns, forever; he or they paying thereout, unto my other children hereinafter named, the several sums of money to them respectively bequeathed; and also paying unto my said wife the sum of one hundred and fifty dollars yearly, and every year during her natural life, for her maintenance and support; all which legacies to my said wife I do hereby declare to be in lieu and stead of her dower at common law. And in case of the death of my said son Solomon before his arrival to the age aforesaid, then I do order and direct that my executors hereinafter named, or the survivor of them, shall, as soon as conveniently may be, after his decease, sell and dispose of my said plantation, &c., to such person or persons, and for such price or prices as may be reasonably gotten for the same; and for that purpose I do hereby authorize and empower my said executors, or the survivor of them, to sign, seal, execute, and acknowledge all such deed or deeds of conveyance as may be requisite and necessary for the granting and assuring the same to the purchaser or purchasers thereof, in fee simple. And the moneys arising from such sale, to put and place out to interest, on good security, for the payment of the said annuity, hereby bequeathed to my said wife; the residue of the interest to be applied to the maintenance and education of such child, or children, as shall then be under age.

Item. I give and bequeath unto my son Oron the sum of one hundred dollars, to be paid to him six months after my decease.

Item. I give and bequeath unto my daughter Doris the sum of one hundred dollars, to be paid to her on her arrival at the age of twenty-one years, or on the day of her marriage, whichever shall first happen.

And as touching all the rest, residue, and remainder of my estate, real and personal, wheresoever the same may be, I give and devise unto my said wife, Maud, during her natural life; and from, and

immediately after her decease, I give and devise the same unto my three children, Solomon, Oron, and Doris, and to their heirs and assigns, forever, to be equally divided among them.

And lastly, I nominate, constitute, and appoint my friends, John Gray and Charles Marks, to be the executors of this, my will, hereby revoking all other wills, legacies, and bequests by me heretofore made, and declaring this, and no other, to be my last will and testament.

(Close as in Form No. 10.)

(19.) *Will devising Real and Personal Property, and appointing Residuary Legatee.*

(Introduction.)

1. I give and bequeath to my wife, Clara Bell, all the fixtures, prints, books, paintings, linen, china, household goods, furniture, chattels, and effects (other than money or securities for money) which shall at my death be in or about my dwelling-house, at, &c., now occupied by me.

2. I give and devise to my said wife, her heirs and assigns, all, &c. (describing the estate devised), together with all the appurtenances thereunto belonging; to have and to hold the same unto the said Clara Bell, her heirs and assigns, forever.

3. I give and bequeath to my said wife the sum of one thousand dollars, to be paid to her within one month after my death without interest.

4. I give and devise to my son, Daniel Bell, his heirs and assigns, all, &c. (describing the estate devised), together with the hereditaments and appurtenances thereunto belonging or in anywise appertaining; to have and to hold the premises above described to the said Daniel Bell, his heirs and assigns, forever.

5. I give and bequeath to my son, Harvey Bell, the sum of ten thousand dollars.

6. I also bequeath the following legacies to the several persons hereafter named: To my niece, Alice Margrave, the sum of five thousand dollars; to my nephew, Charles Margrave, the sum of five thousand dollars; to my old friend, Norman Townsend, the sum of two thousand dollars.

7. I also bequeath to the following of my domestic servants, who shall be living with me at the time of my death, as (&c., describing their capacity and the legacies to be given).

8. All the rest, residue, and remainder of my real and personal

estate I give, devise, and bequeath to Roy Sherman, his heirs and assigns, forever

9. I appoint Norman Townsend executor of this my last will.

(20.) *Short Form of Will.*

(Introduction.)

I give, devise, and bequeath all my real estate and personal estate, whatsoever and wheresoever, unto my wife, Mary Hall, her heirs, executors, administrators, and assigns, for her and their own use and benefit forever.

And I appoint my said wife executrix of this my will; hereby revoking all other wills made by me at any time heretofore.

(Close as in Form No. 10.)

(21.) *Will of Married Woman in virtue of power of appointment made at or before Marriage.*

I, Bertha Wayland, wife of Alfred Wayland, of ———, do, by this my writing, purporting to be my last will and testament, dispose of my estate, both real and personal, pursuant and according to the authority to me given and reserved in and by a deed of settlement (or otherwise, as the case may be), made and executed on my marriage (or in contemplation of my marriage), with my husband, the said Alfred Wayland, and bearing date the fifth day of December, A. D. one thousand eight hundred and forty-five, by and between the said Alfred Wayland and Elmer Fry and Harold Gregory, trustees, &c. (here set forth the date and parties to the settlement).

And, by virtue of the said deed and of all other powers and authorities whatsoever, to me given and reserved, in manner as follows, viz:—

1. I devise to my husband, Alfred Wayland, all that tract of land, called ———, being, &c. (here describe it), and to his heirs, forever.

2. I give, bequeath, and devise to my daughter, Bessie Wayland, one hundred shares of stock in the First National Bank of Altoona, now standing on the books of said bank in the name of ———, to my use and benefit; together with all dividends which may be due and in arrear thereon at the time of my death.

Also, to my said daughter, the house and lot in which I now reside in the city of Altoona, situated, &c. (here describe it).

(Close as in Form No. 10.)

(22.) *Codicil to Will.*

Whereas I, J. M. Elliott, of the city of Altoona, county of Blair, State of Pennsylvania, did, on the fifth day of October, one thousand eight hundred and seventy-five, make my last will and testament of that date, do hereby declare this to be a codicil to the same.

I hereby ratify and confirm said will in every respect, save so far as any part of it is inconsistent with this codicil.

To my beloved wife, I give the further sum of one thousand dollars, to be paid to her by my executors within three months after my decease.

To my daughter Mary, widow of Charles Snyder, of, &c., I give and bequeath the sum of one thousand dollars, to be paid to her by my executors out of the moneys deposited to my credit in the First National Bank of Hollidaysburg, within one month after my decease.

In witness whereof, I have hereunto set my hand and seal, this first day of May, one thousand eight hundred and seventy-six.

Signed, sealed, and declared by the  
said J. M. Elliott to be a codicil  
to his last will and testament, in  
the presence of us, who, at his re-  
quest, and in the presence of each  
other, have hereunto subscribed  
our names as witnesses.

JOHN JAY,  
JOB FOX,  
JOHN VOX.

J. M. ELLIOTT. [SEAL.]

(23.) *Codicil Appointing Trustee and Executor in Place of Deceased Trustee and Executor.*

Codicil to the last will and testament of me, Aaron Baird, of the city of Altoona, which bears date the tenth day of March, eighteen hundred and eighty-five.

Whereas, by my said will I have appointed Thaddeus Bowser to be one of the trustees and executors thereof, and also one of the guardians of my infant child after the decease of my wife.

And, whereas, the said Thaddeus Bowser having lately died, I am desirous that Emil Fry, of the city of Altoona, shall be substituted as a trustee and executor of my said will, and a guardian

of my infant child in the place of the said Thaddeus Bowser, deceased.

I do hereby declare that my said will shall be construed and take effect as if the name of the said Emil Fry were inserted in my said will throughout instead of the name Thaddeus Bowser.

(Close as in Form No. 22.)

(24.) *Codicil Endorsed upon the Back of a Will.*

I, the within-named Jay Herr, of the borough of Tyrone, do make this present codicil, which I order and direct shall be taken as and for part of my within-written last will and testament, and which will as to all and every the uses, limitations, trusts, gifts, conditions, legacies, bequests, directions, and appointments therein mentioned, devised, given, and contained, of and concerning my real and personal estates therein mentioned, I do, by this my codicil, establish, ratify, and confirm, save and except such devises, uses, dispositions, and bequests therein mentioned, as are by me herein-after revoked and made void.

Whereas, since the making of my said will my eldest daughter May is dead, having left issue a third son named Oswald, now living, and the within named Norman is also dead. Now, I hereby give and devise all, &c., unto my said grandson, Oswald Somers.

(Close as in Form No. 22.)

(25.) *General Form of Codicil to Will. Revocation.*

Whereas I, Alfred Boulton, of ———, have made my last will and testament in writing, bearing date, &c., and appointed my son-in-law, Elwood Law, and my nephew, Coleman Norris, executors of said will.

Now I do by this my writing, which I declare to be a codicil to my said will, and direct to be taken as part thereof, will and direct that my said son-in-law, Elwood Law, shall not be an executor of my said will, and do hereby revoke my appointment of him as such; but that in his stead my brother-in-law, Norman Clark, of ———, shall be one of the executors of my said will, jointly and, together with my nephew Coleman Norris.

And I do hereby accordingly make, ordain, constitute, and appoint them, the said Norman Clark and Coleman Norris, joint and sole executors of my said will, as fully and effectually, to all intents and purposes, and in all respects, as if they only, and no

other person or persons, had been by me originally, in and by my said will, constituted and appointed executors thereof, etc.

(Close as in Form No. 22.)

(26.) *A further Codicil, giving Power to Sell and Convey  
Real Estate, &c.*

(Introduction.)

1. I do hereby give and grant to my said executor and executrix full power and authority to grant, bargain, and sell, at their discretion as to time, manner, and terms, any and all real estate of which I may die seized, possessed, or in any manner entitled to, and the same to convey by good and sufficient deed or deeds to the purchasers thereof, and to complete the contracts which I have made for the sale of lots by making deeds therefor on the payment of the purchase-money.

2. Should my said executor see fit under the power hereby given him to sell the Blank Street property, which I in my will have given to my wife for life, I do hereby authorize him to use the proceeds of such sale in the purchase of another property, or, at his option, to invest the same in good securities. Such other property or securities to be for the use of my said wife during her natural life, and upon her death to go to my three children in equal parts.

(Close as in Form No. 22.)

(27.) *Nuncupative Will.*

In the matter of the nuncupative will of Richard Roe, deceased.

On the tenth day of December, 1885, Richard Roe, being in his last sickness in his dwelling, situate in Altoona, Pennsylvania, at No. 3008 Seventeenth Street, and having there resided for more than ten days prior to said date, in the presence of the subscribers, did declare his last will and wishes concerning the disposition of his property, in the following words, viz:—

“I desire that two thousand dollars now in bank be given to my sister, Laura Roe, which I will and devise to her.”

At the time the said Richard Roe stated the foregoing as his will, he was of sound mind and memory, and was under no restraint; and he at that time desired us to bear witness that such was his wish, desire, and will.

Reduced to writing by us, this fifteenth day of December, 1885.

JAY ROBERTS,  
PAUL KIMM,  
SAMUEL SLOCUM.

(28.) *Another Nuncupative Will.*

On the first day of May, A. D. 1885, Adam Bar, being in his last sickness in his habitation or dwelling, situated in Blank Street, in Blancque City, where he had resided for more than ten days next before the making of his will (or at the residence or dwelling of John Bar, situated in, &c., at which place he was surprised by sickness, being from his own house, and died before returning thereto) (or on board the ship "Polly," said Adam Bar being a mariner at sea; or at Fort Brown, said Adam Bar being a soldier in actual military service), in the presence of the subscribers, did declare his last will and testament in the following words, or to that effect (here set out the bequests and devises as made by decedent).

At the time the said Adam Bar pronounced the foregoing will, he was of sound and disposing mind, memory, and understanding, and did bid us who were present to bear witness that such was his will.

Reduced to writing, this fifth day of May, A. D. 1885.

SPECIAL CLAUSES TO WILLS.

(29.) *Debt.*

I bequeath to Elmer Fry any debt which, at the time of my decease, shall be owing from him to me, together with any interest then due thereupon.

(30.) *Property to a Wife on condition that she remain a Widow.*

I give, devise, and bequeath to my beloved wife Laura, all my estate, real, personal, and mixed, to have and to hold the same for her own use and benefit, so long as she shall remain unmarried, and if she shall marry again, then she shall be restricted to such estate therein as she would have been entitled to if I had died without a will.

(31.) *Share under another Will.*

And, whereas, under the will of Aaron Burr, I am entitled to a one-third share in his residuary personal estate, I bequeath the said share to Lawrence Hoff.



(32.) *Bequest to Corporation.*

I give and bequeath to (state full name of corporation, or, if full name is not known, describe it), at Banque, the sum of five hundred dollars, to be applied to (name the object).

(33.) *Shilling to Son.*

Whereas my son, Barclay Burke, has highly offended and disobeyed me, I therefore give and bequeath unto my said son, Barclay Burke, one shilling, and no more.

(34.) *Property to a Daughter, free from Liability for the Debts or Contracts of her or her Husband.*

I give, devise, and bequeath unto my daughter, Agnes Spanogle, wife of Wilfred Spanogle, the entire use and income of all my real estate for her sole and separate use as long as she shall live, without being liable for the debts, contracts, or engagements of either herself or her husband; and at her death the property shall vest absolutely in such of the children of my said daughter as shall then be living; and if she die leaving no children, then the same, in equal shares, shall go to my other children who may be then living.

(35.) *Land to one with directions to him to pay legacy to another without specially charging the payment on the lands.*

I give to my son Lewis a legacy of two thousand dollars, the same to be paid by my son Frank, as hereinafter directed.

I give and devise to my son, Frank Ehrlic, the plantation, with the appurtenances thereunto belonging, on which I now reside, containing about one hundred acres, to him, his heirs and assigns, forever. The said Frank to pay two thousand dollars, in one year after my decease, to my son Lewis, in satisfaction of the legacy I have given him.

(36.) *Forgiving Debts due from Relations.*

And whereas, there are considerable sums of money due and owing to me, upon bonds, bills, and otherwise, from my relations hereinbefore named (or naming them with amount due from each), it is my will, and I do hereby direct, that the same bonds, bills, &c., immediately after my death, shall be cancelled and destroyed by my said executors. And I do hereby discharge my aforesaid rela-

tions and every of them, their and every of their heirs, executors, and administrators, from the payment of every debt and debts due and owing to me or my estate upon any account whatsoever, without any abatement or deduction from or out of their legacies, before by me given or devised to them respectively in and by this my last will and testament.

(37.) *Directing that Disputes about Bequests, &c., shall be settled by Arbitration.*

My express will and desire is, that if any difference or dispute, question or controversy, shall arise or happen concerning any gift, bequest, or other matter or thing in this my will, the same shall be referred wholly to the award, order, and determination of my esteemed neighbors, Frank Parks and Robert Vane, with power for them to choose an umpire; but if they or either of them should not be able or willing to act in the premises, then I do direct that my eldest son and eldest daughter shall each appoint an arbitrator or arbitrators, with the same power of choosing an umpire; and what they or a majority of them shall order, direct, or determine therein, shall be binding and conclusive to and on all and every person and persons therein contained.

(38.) *Land to Son charged with the support of the Testator's Widow.*

I give to my loving wife, Sara, all my household furniture; she is also to be furnished with three comfortable rooms wherever she may choose to reside, and sufficient maintenance during her natural life, or their equivalent in money, the same to be furnished by my son, and chargeable upon the tracts of land hereinafter devised to him.

And I give and devise to my son two hundred acres, being a tract of land composing my old farm; the above-named messuage and tract of land charged, nevertheless, with the bequest hereinbefore made to my loving wife Sara.

(39.) *Bequest to Institution of Learning.*

Whereas, the directors of Blank College are now engaged in an effort to enlarge its sphere of action, and give it greater efficiency in promoting education, by endowing a professorship of ——— in said college; therefore I give and bequeath to said (here insert full name) the sum of fifteen thousand dollars, to be paid within two

years after my death, for the purpose of founding and permanently endowing a professorship of ——— in said college.

(40.) *Revoking Legacies and Bequests to Widow in case she should Sue for Dower.*

Provided, further, and my will expressly is, that, in case my said wife, Doris, shall not accept of the provisions and legacies hereinbefore by me made and given her as aforesaid, and shall at any time or times hereafter, prosecute any action or suit for dower, thirds, or any other part of my estates, real or personal, other than what I have so hereinbefore devised and given her, then, and in that case, the several annuities of ———, amounting together to ———, and each of them, and all other legacies and bequests hereby by me before given or intended to be given to her, shall cease and be void to all intents and purposes, anything to the contrary notwithstanding.

(41.) *Bequest in trust to a Spendthrift Son.*

The share given to my son Howard, I bequeath in trust to my friend George L. Letsche, he to hold the same, and pay the interest, at his discretion, to my said son for his maintenance and support; said yearly interest not to be subject to the debts and liabilities of the said Howard, and in case the said Howard should die without leaving issue, the principal sum and interest to be paid to my daughter Kate.

(42.) *Appointing Wife Guardian of Testator's Children, &c.*

And in case I shall leave any child or children living at the time of my decease, my will is, and I do appoint, that my said beloved wife shall have the guardianship and tuition of them during their minority, so long as she shall continue to be sole; and in case of her death or marriage during the minority of such my children, then I will and appoint that my much esteemed friend, John F. Yarnall, shall have the tuition and guardianship of them during such their minority; and in case of his refusal, renunciation, or decease, I will that my other executor, Alvin Howard, shall exercise the said guardianship. And I entreat that the utmost care may be given to the moral training and education of my children, if any such shall happen to survive me; and desire that they may be brought up and instructed in the doctrines and religion of the ——— Church.

(43.) *In case the Devisee or Legatee dispute the Validity of the Will, to make void Limited Devises, &c.*

Provided always, and I do hereby declare my will to be, that if any person or persons to whom any estate or interest is given or limited by this, my will, shall, in any Court of law or equity, or otherwise, controvert the same, or dispute, or call in question the validity hereof, or of any of the estates, limitations, powers, provisos, or depositions hereby limited or given, or made, or herein contained, then and in such case the estates, interests, limitations, &c., so hereby limited, &c., to or in favor of such person or persons so controverting my said will, shall cease, determine, and be absolutely void to all intents and purposes whatsoever, as if such person or persons was or were naturally dead. And then and from thenceforth, such estates, interests, limitations, powers, provisos, and dispositions shall go and belong to and be vested in the person or persons who, by virtue of this my will, shall be next in remainder after the person or persons so disputing as aforesaid. Provided, he, she, or they shall not controvert or dispute the validity of this my will, or any of the devises, limitations, powers, provisos, or dispositions herein contained or hereby made.



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Ex. f. m.























